

REGULAR MEETING OF THE CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
NOVEMBER 21, 2022
6:30 PM
AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, November 21, 2022 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER - Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

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

INTRODUCTION OF NEW EMPLOYEES

CONSENT AGENDA:

1. Approve minutes from the October 17, 2022 City Council meeting.

NEW BUSINESS:

2. Proclamation for American Indian Heritage Month. (Wheat)
3. Consider acceptance of donated funds from LaSalle LLC for use in purchasing playground equipment and authorize the City Manager to expend the donated funds as necessary for the purchase and installation of playground equipment procured through the Texas BuyBoard Purchasing Cooperative. (Wheat)
4. Rate Study Presentation (DeBuff)
5. Consideration and action to approve Ordinance 2022-0021, setting utility rates for 2022-23. (DeBuff)
6. Consideration and action regarding Maple St. Phase I and II construction phase services proposal. (DeBuff)

7. Consideration and action regarding acceptance of a bid for the possible sale or exchange of real property located at 135 County Road 404, Alvarado, Texas, 76009, and being 1.545 acres of land, and being a portion of Lot 2, ALVARADO WASTE WATER TREATMENT PLANT ADDITION, to the City of Alvarado, Johnson County, Texas, according to the plat recorded in Volume 9, Page 650, of the Plat Records of Johnson County, Texas. (Moline)
8. Public Hearing, consideration and action on Ordinance 2022-0019 regarding approval of a Specific Use Permit (SUP) for the property known as 118 E. Weaver Ave. (G&L General Store) to allow lawn and garden outdoor storage. (Sec. 42-33) (Moline)
9. Public Hearing, consideration and action regarding approval of a proposed text amendment to the City's zoning ordinance to consider adopting Ordinance 2022-0020 amending section 42.55 "Supplementary District regulations," of Article IV, "supplementary regulations," of Chapter 42, "Zoning," of the Alvarado Code by designating the location of garage sales, authorizing city staff to regulate the location of garage sales; 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. (Moline)
10. Hold a public hearing and consideration and action regarding an Ordinance of the City of Alvarado, Texas, annexing by voluntary petition approximately 76.93 acres in Johnson County, Texas situated generally east of the N. Cummings Drive and County Road 508 intersection and east of County Road 607, into the Corporate limits of the City of Alvarado, Texas. (Lone Oak Tract B Annexation) (Moline)

EXECUTIVE SESSION:

11. Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council or other Board may convene in closed session to deliberate regarding the following matters:
 1. §551.071 Consultation with Attorney. The City Council or other Board may convene in Executive Session to conduct a private consultation with its Attorney on any legally posted agenda item, when the City Council or other Board seeks the advice of its Attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provision of Chapter 551, including the following items:
 - a. Any posted item on the agenda.
 - b. Potential off-site infrastructure funding agreement.
 - c. Legal options for funding utility infrastructure improvements.

12. **OPEN SESSION:**

Reconvene into open session for possible action resulting from any items posted and legally discussed in Executive Session.

13. Consideration and action to direct the City Manager to negotiate and execute an off-site utility infrastructure funding agreement. (DeBuff)
14. Consideration and action to direct City Manager to begin planning for a 2025 debt issue to support increase water demand. (DeBuff)
15. Consideration and action to direct City Manager to begin steps for \$20 million debt issue in Spring of 2023. (DeBuff)
16. Consideration and action to direct City Manager to solicit engineering proposals to design Basin 2 Sewer line replacement and Basin 5 sewer line extension. (DeBuff)

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office or 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.

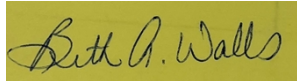
ACCESSIBILITY STATEMENT

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

NON-DISCRIMINATION STATEMENT

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

I, the undersigned authority do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times and said Agenda was posted on November 18, 2022 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

A handwritten signature in cursive script, reading "Beth A. Walls", is displayed on a yellow rectangular background.

Beth A Walls, TRMC, IPMA-SCP, CPM
City Secretary/ HRD

CITY OF ALVARADO
County of Johnson
State of Texas
10/17/2022
City Council Minutes.

The City Council of the City of Alvarado met in a Regular Session on Monday, October 17, 2022 at 6:30 p.m. The following were present for roll call:

Jacob Wheat	Mayor
Cherry Bryant	Councilperson
Kevin Thomas	Councilperson
Scott Arthur	Councilperson
Michael Bennett	Councilperson

The following were absent for roll call:

Lydia Moon	Mayor Pro-Tem
Beverly Short	Councilperson

Others Present:

Paul DeBuff	City Manager
Beth A Walls	Interim City Secretary
Ashley Dierker	City Attorney
Michael Dwiggin	Public Works Director
John Rodgers	Fire Chief
Teddy May	Police Chief
Paula Hardison	Finance Director
Reyth Garcia	Court Clerk
Emile Moline	Planning and Zoning Director

Mayor Jacob Wheat call the meeting to order at 6:50 p.m. and the invocation was given by Marty Douglas.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Jameye Jones requested to speak about Trunk or Treat on October 29, 2022 and Trivia Night on events in town.

INTRODUCTION OF NEW EMPLOYEES:

Donielle Suber, Assistant to the City Manager was introduced to Council.

CONSENT AGENDA

Motion was made by Cherry Bryant and seconded by Michael Bennett to approve the consent agenda as presented This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

UTILITY RATE PRESENTATION.

In November 2021, the City of Alvarado entered into an agreement with Willdan Financial Services to assist the City of Alvarado in providing a water and wastewater rate study and long-term financial plan. Willdan's representative, Jason Gray reported the findings of their study to Council.

No Council Action Required.

PRESENTATION- THE VENUE AT WHISTLEJACKET FARM.

Kristen Manning from the Venue at Whistlejacket Farm gave an overview of their facility and expressed a desire to work with the City on upcoming events.

No Council Action Required.

WORKSHOP- PROPOSE 2 ONE-WAY STREETS.

Police Chief May provided information about traffic issues in the downtown area and made a proposal to minimize those issues by turning two streets into one-way streets.

No Council Action Required

CONSIDERATION AND ACTION REGARDING ORDINANCE 2022-0016, AMENDING FEE SCHEDULES RELATED TO FIRE HYDRANT METER SECURITY DEPOSITS, FIRE HYDRANT WATER RATES, AND PUBLIC IMPROVEMENT CONSTRUCTION REINSPECTION FEES.

Motion was made by Michael Bennett and seconded by Kevin Thomas to approve Ordinance 2022-0016, amending fee schedules related to fire hydrant meter security deposits, fire hydrant water rates, and public improvement construction reinspection fees. This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION TO APPROVE RESOLUTION 2022-020 AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADVANCE FUNDING AGREEMENT FOR CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT AND SURFACE TRANSPORTATION BLOCK GRANT OFF--SYSTEM FOR THE

CONSTRUCTION OF THE COVID-19 INFRASTRUCTURE ROUND 4 FUNDING PROGRAM IMPROVEMENTS TO NORTH CUMMINGS DRIVE FROM EAST U.S. HIGHWAY 67 TO NORTH OF COUNTY ROAD 508.

Motion was made by Kevin Thomas and seconded by Scott Arthur to approve Resolution 2022-020, authorizing the City Manager to execute the advance funding agreement for congestion mitigation and air quality improvement and surface transportation block grant off-system for the construction of the Covid-19 infrastructure round 4 funding program improvements to north Cummings Drive. This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION TO AWARD PACKAGE PLANT TO AUC AKA-GMP- AMENDMENT.

Motion was made by Michael Bennett and seconded by Kevin Thomas to approve awarding a contract for a new package plant for the wastewater treatment facility, inclusive of activated sludge basins, secondary clarification, and aerated sludge holding tanks to AUC Group LLC. This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION TO NOMINATE MEMBERS TO A HOME RULE CHARTER COMMITTEE.

Mayor Wheat read a proclamation establishing an Alvarado Home Rule Charter Commission; appointing commission members and chairperson and charging the commission with creation of a home rule charter to be considered by the electorate.

No Council Action Required.

PUBLIC HEARING, CONSIDERATION AND ACTION TO ADOPT ORDINANCE 2022-0017, A ZONING ORDINANCE FOR A PROPOSED ZONING CHANGE OF AN APPROXIMATELY 70-ACRE TRACT FROM AGRICULTURAL (A) TO SINGLE FAMILY 2 (SF-2). PROPERTY IS GENERALLY LOCATED NEAR THE INTERSECTION OF E. US HIGHWAY 67 AND COUNTY ROAD 607, SOUTH OF E. US HIGHWAY 67 AND SOUTH OF THE GULF COAST AND SANTA FE RAILROAD, IN ALVARADO, JOHNSON COUNTY, TEXAS. (ALVARADO BY MORNING)

Mayor Wheat declared the public hearing open at 8:05 p.m. Emile Moline provided information on the proposed zoning change. There being no comments on the change, the hearing was closed at 8:07 p.m...

Motion was made by Cherry Bryant and seconded by Scott Arthur to approve Ordinance 2022-0017. This motion supported 3 votes in approval and 1 vote opposed cast by Michael Bennett. Motion carried.

PUBLIC HEARING, CONSIDERATION AND ACTION TO ADOPT ORDINANCE 2022-0018, A ZONING ORDINANCE FOR A PROPOSED ZONING CHANGE AT 1011 N. CUMMINGS DR., AN APPROXIMATE 15-ACRE TRACT, FROM SINGLE FAMILY 2 (SF-2) TO COMMERCIAL-2 (C-2). THE PROPERTY IS GENERALLY LOCATED WEST OF CUMMINGS DR. AND NORTH OF E. US HIGHWAY 67 WHERE BOTH ROADS INTERSECT, IN ALVARADO, JOHNSON COUNTY, TEXAS. (YOUNG/NEELEY PROPERTY)

Mayor Wheat declared the public hearing open at 8:07 p.m. Emile Moline provided information on the proposed zoning change. There being no comments on the change, the hearing was closed at 8:09 p.m...

Motion was made by Michael Bennett and seconded by Kevin Thomas to approve Ordinance 2022-0018. This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

PUBLIC HEARING, CONSIDERATION AND ACTION REGARDING APPROVAL OF A PRELIMINARY PLAT FOR 215 67 ALVARADO LLC. THE PROPERTY, 9201 E. HIGHWAY 67, IS APPROXIMATELY 215 ACRES AND IS GENERALLY LOCATED ON THE NORTH SIDE OF E. US HIGHWAY 67 AND BETWEEN COUNTY ROAD 207 AND COUNTY ROAD 209, IN ALVARADO, JOHNSON COUNTY, TEXAS. (ALVARADO 215/LENNAR HOMES)

Mayor Wheat declared the public hearing open at 8:10 p.m. Emile Moline provided information on the preliminary plat. After discussion, the hearing was closed at 8:23 p.m...

Motion was made by Cherry Bryant and seconded by Michael Bennett to approve the preliminary plat for 215 67 Alvarado LLC with comments and notes being done on the final plat. This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION TO APPOINT FIRE MARSHAL.

Fire Chief John Rodgers, shared with Council the process that was used to select the next Fire Marshal for the City of Alvarado. That process is recommending David Franks for the position and the Chief requested Council to approve his appointment.

Motion was made by Michael Bennett and seconded by Cherry Bryant to approve the appointment of David Franks as Fire Marshall. This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

CONSIDERATION AND ACTION TO APPOINT CITY SECRETARY.

Interim City Secretary Beth Walls told Council that by the grace of God, the original hire for the position of City Secretary had resigned after 3 days in the job. She asked Council to allow her to become the next City Secretary.

Motion was made by Michael Bennett and seconded by Kevin Thomas to approve the appointment of Beth A Walls as City Secretary. This motion supported 4 votes in approval and 0 votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 76.3 ACRES IN JOHNSON COUNTY, TEXAS, SITUATED GENERALLY EAST OF THE N. CUMMINGS DRIVE AND COUNT ROAD 508 INTERSECTION AND EAST OF COUNTY ROAD 607, INTO THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS. (LONE OAK TRACT B ANNEXATION)

Hearing was continued to the next regular council meeting with no action taken.

There being no further business, the Mayor adjourned the meeting at 8:31 p.m.

Passed and approved this the 21st day of November, 2022.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls- TRMC, IMPA-HR SCP, CPM
City Secretary



**NATIONAL SOCIETY DAUGHTERS OF THE AMERICAN REVOLUTION
AMERICAN INDIANS COMMITTEE**

Proclamation

National American Indian Heritage Month

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today, and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned;

NOW THEREFORE, I _____, by virtue of the authority vested in me as _____ of _____ do hereby proclaim November as the National American Indian Heritage Month, in _____, and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of _____ to be affixed this _____ day of _____, the year of our Lord two thousand and _____.

ORDINANCE NO. 2022-0021

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS AMENDING THE ALVARADO FEE SCHEDULE TO ESTABLISH WATER AND SEWER RATES OF THE CITY FOR ALL CATEGORIES OF USERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City provides, or causes to be provided, water and sewer services to all residences and businesses within the City and to some customers located outside the City; and

WHEREAS, Texas law authorizes the City to establish rates for its customers; and

WHEREAS, the City has conducted a rate study to determine the rates and fees necessary to cover the basic operating costs of the system including any debt obligations and recognizes a need to increase water and sewer service rates to users in order to enhance, protect preserve, and maintain the City's water and wastewater facilities and system in order to maintain the same quality of service; to establish reasonable and necessary rates considering the size and amount of water and wastewater services customers; and to mitigate loss of budgeted revenues; and

WHEREAS, pursuant to the rate study, the City Council has determined that an increase of the water and sewer rates of the City is reasonable and necessary to defray the costs of providing such services; and

WHEREAS, the City Council has determined that the following rates and fees are reasonable and necessary to cover the basic operating costs of the facilities and system, including any debt obligations.

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

SECTION 1.

This Ordinance is adopted pursuant to the police powers and authority given to general law cities by the constitution, codes, and general laws of the State of Texas, including but not limited to Chapters 51 and 552 of the Texas Local Government Code and Chapter 13 of the Texas Water Code.

SECTION 2.

The purpose of this Ordinance is to provide for public health and general welfare, the efficient and effective provision of City services and the protection of the environment and natural

resources of the community. From and after the passage of this Ordinance all residential, business, commercial, and industrial occupancies and uses within the City and to areas outside the City within its service area shall conform to the following.

SECTION 3.

The foregoing findings and recitations set out in the preamble of this Ordinance are found to be true and correct and that they are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 4.

Appendix 1 of the Code of Ordinances, Section 9.00, “Water Rates” and Section 10.00, “Sewer Rates” of the Fee Schedule are hereby amended to read as shown on **Exhibit A**, attached hereto and incorporated herein.

SECTION 5.

The City Secretary is hereby directed to revise the Fee Schedule contained in Appendix 1 to the Code of Ordinances in accordance with the above-referenced revision. A revised Fee Schedule shall be kept on file with the office of the City Secretary.

SECTION 6.

The rates and fees established in this Ordinance shall supersede all prior adopted rates and fees and shall become effective on November 21, 2022. The new rates will be reflected in the utility bills due in January, 2023.

SECTION 7.

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

SECTION 8.

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 9.

This Ordinance shall be in full force and effect 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 21st day of November, 2022.

CITY OF ALVARADO, TEXAS

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A Walls, City Secretary

EXHIBIT A

9.00 Water Rates.

- a. The following monthly rate shall be charged for water services furnished by the City to single family residential customers:

Base Rate	\$ 30.00
0 to 8,000 gallons	\$ 4.25 per 1,000 gallons
8,001 to 10,000 gallons	\$ 5.25 per 1,000 gallons
Over 10,000 gallons	\$ 6.25 per 1,000 gallons

- b. The following monthly rate shall be charged for water services furnished by the City to commercial and industrial class customers:

Base Rate	\$ 35.00
0 to 8,000 gallons	\$ 5.00 per 1,000 gallons
8,001 to 10,000 gallons	\$ 6.00 per 1,000 gallons
Over 10,000 gallons	\$ 7.00 per 1,000 gallons

- c. Extended Service Area. Notwithstanding the foregoing, the monthly rate for water service furnished by the City to customers outside the incorporated area of the City shall be one and one-half (1 ½) time the applicable rate set forth above for water customers within the corporate limits of the City.

10.00 Sewer Rates

- a. The base rate for single family residential sewer system customers shall be as follows:

Base Rate	\$ 18.25
	\$ 4.25 for each 1,000 gallons
	\$ 60.75 cap

- b. The monthly charge to commercial and industrial class customers shall be as follows:

Base Rate	\$ 32.00
	\$ 4.25 for each 1,000 gallons

A “commercial” customer shall be deemed to be premises where any activity other than domestic residential use or a customary home occupation occurs, but where normal strength sewer is discharged. An “industrial” customer shall be deemed to be premises where sewage from manufacturing or processing is discharged.

EXHIBIT A

9.00 Water Rates.

- d. The following monthly rate shall be charged for water services furnished by the City to single family residential customers:

Base Rate	\$ 30.00
0 to 8,000 gallons	\$ 4.25 per 1,000 gallons
8,001 to 10,000 gallons	\$ 5.25 per 1,000 gallons
Over 10,000 gallons	\$ 6.25 per 1,000 gallons

- e. The following monthly rate shall be charged for water services furnished by the City to commercial and industrial class customers:

Base Rate	\$ 35.00
0 to 8,000 gallons	\$ 5.00 per 1,000 gallons
8,001 to 10,000 gallons	\$ 6.00 per 1,000 gallons
Over 10,000 gallons	\$ 7.00 per 1,000 gallons

- f. Extended Service Area. Notwithstanding the foregoing, the monthly rate for water service furnished by the City to customers outside the incorporated area of the City shall be one and one-half (1 ½) time the applicable rate set forth above for water customers within the corporate limits of the City.

10.00 Sewer Rates

- c. The base rate for single family residential sewer system customers shall be as follows:

Base Rate	\$ 18.25
	\$ 4.25 for each 1,000 gallons
	\$ 60.75 cap

- d. The monthly charge to commercial and industrial class customers shall be as follows:

Base Rate	\$ 32.00
	\$ 4.25 for each 1,000 gallons

A “commercial” customer shall be deemed to be premises where any activity other than domestic residential use or a customary home occupation occurs, but where normal strength sewer is discharged. An “industrial” customer shall be deemed to be premises where sewage from manufacturing or processing is discharged.

October 26, 2022

Mr. Paul DeBuff
City Manager
City of Alvarado
104 West College
Alvarado, TX 76009

Re: **Amendment No.2 for the Maple Avenue 24- to 36-Inch Interceptor
Phase II Construction Phase Services**

Dear Mr. DeBuff:

Freese and Nichols, Inc. (FNI) is providing this proposal to amend the Engineering Design Services for the Maple Avenue 24- to 36-Inch Interceptor. The following fee includes the costs for Construction Phase Services for Phase II of the project. As previously discussed with the City, because there will be a 9-month overlap between Phase I and Phase II construction schedules, and both were awarded to the same general contractor, FNI is able to reduce our Construction Phase Services for Phase II. In addition, it was previously agreed that FNI would reallocate budget from Phase I Construction Phase Services to revise the Phase II construction plans to match the updated development, advertise and bid the Phase II construction project, and perform archeological survey to accelerate the THC coordination schedule and avoid a stop in construction. Furthermore, it was agreed to remove Post-Construction Staking services from the previously approved Amendment No.1. This credit, for \$7500, is reflected in the Phase II Construction Phase Services amount. FNI records show that this proposal would serve as Contract Amendment No. 2.

A summary of the additional costs is shown below:

<u>Item</u>	<u>Fee</u>
Phase II Construction Phase Services	\$136,101
Revise Phase II Plans and Advertise/Bid	\$19,129
Archeological Survey for Phase II	\$17,174
Total	\$172,404

Freeze and Nichols, Inc. appreciates this opportunity, and we would like to meet with you to discuss these additional services at your convenience.

Original Contract Amount	\$ 415,436.00
Amendment No. 1	\$ 193,536.00
Amendment No.2	\$ 172,404.00
Contract Amount to Date	\$ 781,376.00

Sincerely,

A handwritten signature in blue ink that reads 'Nicholas Lester'.

Nicholas Lester, P.E.
Vice President

Attachments

Attachment A – Scope

Fee Breakdown

Fee Schedule – Phase II Construction Phase Services

Fee Schedule – Additional Effort

PROFESSIONAL SERVICES AGREEMENT – AMENDMENT No.2

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Alvarado, TX, hereinafter called “Client” and Freese and Nichols, Inc., hereinafter called “FNI.” In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform General Construction Services in connection with the Project for Phase I only. The Project is described as Maple Avenue 24-Inch Interceptor Phase II.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the “Scope of Services” for a cost plus with maximum fee of One Hundred Seventy-Two Thousand Four Hundred Four Dollars, \$172,404.00.

If FNI’s services are delayed or suspended by Client, or if FNI’s services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.**City of Alvarado, TX**By: Nicholas Lester

By: _____

Nicholas Lester, Vice President_____
Print Name and Title

Print Name and Title

Date: 10/27/2022

Date: _____

ATTEST: Rob M Oly

ATTEST: _____



PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #2

CITY OF ALVARADO, TX
104 W. COLLEGE ST.
ALVARADO, TX 76009

FNI PROJECT NO. AVR20571

DATE: 10/26/2022

Project Name: Maple Avenue 24-Inch Sewer Phase II - Construction Services

Description of Services: In accordance with the Attachment SC

Amended Deliverables: In accordance with the Attachment SC

Amended Schedule: In accordance with the Attachment SC

Compensation shall be amended as follows: A not to exceed amount of One Hundred Seventy-Two Thousand Four Hundred Four Dollars (\$172,404.00). It should be noted that the Original Contract Amount was shown incorrectly on the Compensation table for Amendment No.1. The Compensation table below shall supersede all other contract amounts.

Original Contract Amount:	\$415,436.00
Amount of Amendment (No.1):	\$193,536.00
Amount of this Amendment (No.2):	\$172,404.00
Revised Total Amount Authorized:	\$781,376.00

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

FREESE AND NICHOLS, INC.

CITY OF ALVARADO, TX

BY: Nicholas Lester

BY: _____

Nicholas Lester
Print Name

Print Name

TITLE: Vice President

TITLE: _____

DATE: 10/27/2022

DATE: _____

City of Alvarado
CIP Construction Project No.4
Maple Avenue 24-Inch Interceptor Phase II
Amendment No.2

BASIC SERVICES:

A. TASK I – CONSTRUCTION PHASE SERVICES (RPR NOT INCLUDED)

The Engineer shall provide the following services for the PROJECT:

- (1) Administer and take all actions assigned to Engineer as provided in the construction Contract Documents;
- (2) Provide the City up to **3** sets of executed construction specifications, **8** half-size conformed construction plans, and **3** sets of conformed construction specifications. Engineer will provide 2 digital copies of all PROJECT data and deliverables in an indexed PDF format and drawings in Autodesk (.dwg) drawing file format;
- (3) In performing services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of Contractor. Engineer will report any deficiencies to the City. However, it is understood that Engineer does not guarantee the Contractor's performance, nor is the Engineer responsible for supervision of the Contractor's operation and employees. Except as otherwise provided by the construction Contract Documents, the Engineer shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor;
- (4) Maintain a document control system using an internet-based construction management software provided by the Engineer (FNiManager), which is designed to track the processing of Contractor's submittals and provide for filing and retrieval of PROJECT documentation, including the City's daily construction reports and tracking corrections to defective work;
- (5) Establish and monitor quality assurance procedures in accordance with the construction Contract Documents. Notify the City of non-conforming work observed. Promptly recommend action to initiate corrective procedures for defective work, and coordinate special materials tests and performance tests needed to obtain a quality PROJECT;
- (6) Consult with and advise the City during construction, and make recommendations regarding materials and workmanship;
- (7) Interpret the intent of the plans and specifications for the City;
- (8) Conduct and assist, in company with the City, with the PROJECT completion activities at the conclusion of construction. Observe completed construction for conformance with the design and prepare a list of deficiencies to be corrected by

the Contractor before final payment is recommended. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the Contractor;

- (9) Examine the Contractor's construction record as-built drawings once a month, typically at monthly progress meetings, to determine that the information is recorded in an accurate and timely manner by the Contractor as required in the construction Contract Documents; and
- (10) If the construction period extends beyond 15 months, additional work required of the Engineer may be considered as a SPECIAL SERVICE.

B. TASK II – CONSTRUCTION STAKING

- (1) Provide horizontal control points, including offsets and vertical control benchmarks to be used by the construction contractors in laying out the PROJECT. Field stake, with stake lath and flagging, the centerline of the proposed interceptor sewer at 100-foot intervals and at all points of curvature and tangency. Field stake, with stake lath and flagging, the centerline and center point of all proposed manholes. Field staking will be performed one time. Contractor will be responsible for re-staking any points that are disturbed after initial staking by the Engineer;
- (2) Provide survey notes with clear location descriptions of benchmarks and horizontal control points. Benchmarks shall be permanent; and
- (3) Field stake, with stake lath and flagging, the location of all permanent and temporary construction easements at 100-foot intervals and at all corners and points of curvature and tangency. Field staking will be performed one time. Contractor will be responsible for re-staking any points that are disturbed after initial staking by the Engineer.
- (4) Prepare one (1) parcel for negotiations with property owner.

C. TASK III – PRE-CONSTRUCTION MEETINGS, SITE VISITS, AND PROGRESS MEETINGS

- (1) Attend and assist the City in conducting up to 15 monthly progress meetings with the Contractor. Phase I construction is 6 months ahead of Phase II, resulting in a 9-month overlap of the two projects. The monthly progress meetings for both phases will be combined resulting in only 6 additional meetings in this amendment;
- (2) Attend and assist the City in conducting a pre-construction conference with the Contractor, prepare conference meeting minutes, review the PROJECT construction schedules prepared by the Contractor pursuant to the requirements of the construction Contract Documents, and review an estimate of monthly cash flow requirements for the PROJECT prepared by the Contractor;
- (3) Make 15 site visits, generally monthly, during the construction of the improvements, and a total of 5 additional site visits (for a total of 20 site visits) due to special conditions that develop during construction. The length of construction is

anticipated to be a period of 15 months. Throughout the construction phase of the PROJECT, the Engineer will attend monthly progress meetings, provide support for the City, observe the progress and the quality of work, and determine if the work is proceeding in accordance with the construction Contract Documents. The Engineer will provide meeting minutes, field notes, and supplemental instructions through FNiManager. Additional site visits may be considered as a SPECIAL SERVICE; and

- (4) Participate in and attend up to 2 meetings with the City and representatives from other entities, such as TxDOT, residents, or franchise utilities concerning construction progress and for conflict resolution as it relates to the PROJECT.

D. TASK IV – REVIEW OF CONTRACTOR'S SUBMITTALS

- (1) Review samples, catalog data, schedules, shop drawings, modification requests, and other submittals in accordance with the requirements of the construction Contract Documents for the PROJECT via FNiManager. Monitor the progress of the Contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules. Produce monthly reports indicating the status of all submittals in the review process. It is anticipated that the Engineer will review and respond to up to a total of **10** Notices-by-Contractor (NBC), **15** Pay Applications/Requests, **1** baseline construction schedule, **14** updated monthly construction schedules (project schedule will be combined with Phase I schedule), and **100** shop drawing submittals. The total number of shop drawings includes resubmittals required for non-conforming and/or incorrect submittals. Documents received and filed as record data are not considered shop drawing submittals. Additional authorized shop drawing submittals may be considered as a SPECIAL SERVICE; and
- (2) Review up to a total of **200** quality related documents provided by the Contractor such as laboratory, shop and mill tests of material and test equipment, equipment installation reports, and other data and documentation as required by the construction Contract Documents via Projectmates.

E. TASK V – REVIEW OF CONTRACTOR'S REQUESTS FOR INFORMATION

- (1) Maintain a document control system using FNiManager to track the Contractor's Requests for Information (RFI). Review the Contractor's RFIs and prepare a response in accordance with the construction Contract Documents. Provide interpretation and communicate intent if information is not addressed in the construction Contract Documents. It is anticipated that the ENGINEER will review and respond to up to a total of **30** RFIs for the project. Review of RFIs in excess of the specified number may be considered as a SPECIAL SERVICE; and
- (2) Investigations, analyses, and studies requested by the Contractor and approved by the City, for substitutions of equipment and/or materials or deviations from the plans and specifications may be considered as a SPECIAL SERVICE.

F. TASK VI – PREPARATION OF FIELD/CHANGE ORDERS

- (1) Establish procedures for administering changes to the construction Contract Documents through FNiManager;
- (2) Assist the City in processing contract modifications and in the negotiations with the Contractor to determine the cost and time impacts of these changes;
- (3) Review up to **20** Contract Modification Requests (CMR) or Proposed Contract Modifications (PCMs);
- (4) Prepare up to **5** Change Orders (COs) and up to **20** Field Orders (FOs) for execution by the City; and
- (5) Additional authorized CMR/PCM review or CO/FO preparation in excess of the specified number may be considered as a SPECIAL SERVICE.

H. TASK VII – PREPARATION OF RECORD DRAWINGS

- (1) Revise the construction drawings in accordance with the information furnished by Contractor, reflecting changes made during construction of the PROJECT including the following items:
 - (a) Pipe interior diameter, material, manufacturer, and stiffness;
 - (b) Location and dimensions of above-ground and below-ground structures;
 - (c) Method and limits of construction;
 - (d) Manhole/structure type, manufacturer, material, riser interior diameter, and interior coating installed;
 - (e) Pipe embedment and structural backfill details;
 - (f) Hydraulic information including pipe gradient, design flow, and pipe capacity; and
 - (g) Post-construction survey data as provided in Task VII;
- (2) Organize and participate in a record drawings review workshop with the City prior to finalizing record drawings; and
- (3) Engineer shall provide all record drawings in an indexed PDF format and Autodesk (.dwg) drawing file format.

ADDITIONAL ENGINEERING SERVICES:

Various ADDITIONAL SERVICES incidental to the PROJECT, but not within the scope of the BASIC ENGINEERING SERVICES, which may be performed or arranged for separately by the CITY, or may be added to the Engineer's responsibilities by mutual agreement and written authorization include, but are not necessarily limited to, the following:

- (1) Provide Resident Project Representation (RPR) services;
- (2) Perform additional site visits;
- (3) Perform review of Contractor's submittals, RFIs, FOs/COs, and CMRs/PCMs in excess of the number identified;
- (4) Perform video inspection and/or pipeline cleaning;
- (5) Perform subsurface excavation in the event such excavation is required to locate existing facilities;
- (6) Prepare legal descriptions and plats;
- (7) Perform geotechnical assessments to determine soil, water table, or trenching characteristics;
- (8) Furnish construction plans and specifications in excess of those sets identified;
- (9) Complete redrawing of construction plan sheets, as a result of changes made in the scope of the construction contract after submission of final plans to the City;
- (10) Observe on-site conditions to evaluate exposed conditions, dewatering techniques, or changed conditions;
- (11) Coordinate with landowners for right of entry or other PROJECT-related requirements;
- (12) Provide borings which may be occasioned by the depth to rock being deeper than anticipated or because of changes in geological conditions which necessitate additional evaluation to properly define the stratigraphic conditions;
- (13) Prepare to serve or serve as an expert witness on behalf of the City in connection with any public hearings or legal proceedings; and
- (14) Post-construction staking;
- (15) Hard copies (bond or mylar) of the record drawings; and
- (16) Provide any other services otherwise excluded in this AGREEMENT but customarily furnished in accordance with generally accepted engineering practices.

Breakdown of Engineering Services

Task	Description	Fee Amount
TASK I	CONSTRUCTION PHASE SERVICES (CPM)	\$23,395
TASK II	CONSTRUCTION STAKING (CPM)	\$6,216
TASK III	PRE-CONSTRUCTION MEETINGS, SITE VISITS, AND PROGRESS MEETINGS (CPM)	\$38,305
TASK IV	REVIEW OF CONTRACTOR'S SUBMITTALS (CPM)	\$30,995
TASK V	REVIEW OF CONTRACTOR'S REQUEST FOR INFORMATION (CPM)	\$7,809
TASK VI	PREPARATION OF FIELD/CHANGE ORDERS (CPM)	\$19,724
TASK VII	PREPARATION OF RECORD DRAWINGS (CPM)	\$9,697
	SUB-TOTAL FEE AMOUNT	\$136,101
	Revisions to Phase II plans and Adv/Bid Phase II	\$19,129
	Archeological Survey for Phase II	\$17,174
	Grand Total (Amendment No.2)	\$172,404

City of Alvarado		Project Fee Summary	
Alvarado Maple Avenue Phase II - Amendment No.2 (Gen Rep)		Basic Services	\$ 136,101
10/26/2022		Special Services	\$ -
Detailed Cost Breakdown		Total Project	\$ 136,101

Fee Schedule - Phase II
(Sheet 1 of 3)

Phase	Task	Activity	Basic or Special	Task Description	Labor						Total Hours	Total Labor Effort
					Robb Oley	Claire Yancey	Oscar Cantu	Aaron Litteken	Nick Lester	Jane Jenks		
					Project Manager	Design Engineer	CAD Tech	CAD Tech	PIC / SA	Admin		
					\$306	\$130	\$110	\$162	\$351	\$137		
1			Basic	Construction Phase Services								\$ -
	(1)		Basic	Administer Contract Documents	2	4			4		10	\$ 2,614
	(2)		Basic	Provide Executed/Conformed Contract Documents 3 executed specs (300 sheets) 8 half-size plans (53 sheets) 3 conformed specs (300 sheets)		16				8	24	\$ 3,272
	(3)		Basic	Identify Construction Defects/Deficiencies	8						8	\$ 2,524
	(4)		Basic	Maintain internet-based Construction Mgmt Program		8					8	\$ 1,070
	(5)		Basic	Establish/Monitor QA Procedures	2						2	\$ 631
	(6)		Basic	Consult with City on Materials and Workmanship	8						8	\$ 2,524
	(7)		Basic	Interpret Intent of Plans and Specifications	8						8	\$ 2,524
	(8)		Basic	Completion Activities - Prel/Final Walkthrough (3 hrs plus 1 hr travel each) - Develop Punch Lists - Verify Contractor's Close-Out Documents	8	24					32	\$ 5,733
	(9)		Basic	Review Contractor's As-Builts Monthly (15)		3					3	\$ 401
2			Basic	Construction Staking	1	4					5	\$ 826
	(1)		Basic	Provide Control Points and Benchmarks and Stake Centerline of Proposed Sewer								\$ -
	(2)		Basic	Provide Survey Notes								\$ -
	(3)		Basic	Stake Permanent and Temporary Easements								\$ -
	(4)		Basic	Prepare Parcel for Property Owner Negotiations								\$ -
3			Basic	Pre-Construction Meetings, Site Visits and Progress Meetings								\$ -
	(1)		Basic	Monthly Progress Meetings (15) including Agenda/Minutes (2-hr mtg) w/1 hour travel for 6 meetings (2 hrs agenda/minutes per meeting)	36	66					102	\$ 20,183
	(2)		Basic	Pre-Con Meeting including Agenda/Minutes	2	8					10	\$ 1,701
	(3)		Basic	Site Visits (during each Progress Meeting plus an additional 5) (1 hr per Progress Meeting) (2 hrs per additional 5 Site Visits)	23	23					46	\$ 10,332
	(4)		Basic	Attend 2 Meetings with Agencies	4	8					12	\$ 2,332
4			Basic	Review of Contractor's Submittals								\$ -
	(1)		Basic	Review Contractor's Submittals								\$ -
			Basic	- Notices-by-Contractor (NBC) (10) (15 min/ea)	1	3					4	\$ 717
			Basic	- Pay Apps/Requests (15) (30 min/ea)	1	8					9	\$ 1,385
			Basic	- Review Baseline Construction Schedule (included in Phase I fee)								\$ -
			Basic	- Updated Construction Schedules (14) (30 min/ea) (included in Phase I fee)								\$ -
			Basic	- Shop Drawings (100) (1.5 hrs/ea)	10	120					130	\$ 19,202
	(2)		Basic	Material Testing Reports (200) (15 min/ea)	1	50					51	\$ 7,002
5			Basic	Review of Contractor's Request for Information								\$ -
	(1)		Basic	Review RFIs (30) (1.5 hr/ea)	5	40					45	\$ 6,926
6			Basic	Preparation of Field/Change Orders								\$ -
	(1)		Basic	Establish Procedures for Administering Change	2						2	\$ 631
	(2)		Basic	Assist City in Processing Contract Modifications		16					16	\$ 2,140
	(3)		Basic	Review Contract Modification Requests or Proposed Contract Modifications (CMR/PCM) (20) (2 hrs ea)	5	24					29	\$ 4,787
	(4)		Basic	Prepare Change Orders (CO) (5) and Field Orders (FO) (20) (2 hrs/ea for CO 1 hr/ea for FO 2 hrs ea for CAD)	5	24	24	16			69	\$ 10,181
	(5)		Basic	Additional Contract Changes considered Special Services								\$ -
7			Basic	Preparation of Record Drawings								\$ -
	(1)		Basic	Update Plans Based on Contractor's As-Builts			24	16			40	\$ 5,394
	(2)		Basic	Attend Review Workshop	3	6					9	\$ 1,749
	(3)		Basic	Delivery: Indexed PDF and AutoCad files		8					8	\$ 1,070
												\$ -
Total Hours / Quantity					135	463	48	32	4	8	690	
Total Effort					\$ 42,582	\$ 61,899	\$ 5,443	\$ 5,344	\$ 1,448	\$ 1,133		\$ 117,849

City of Alvarado		Project Fee Summary	
Alvarado Maple Avenue Phase II - Amendment No.2 (Gen Rep)		Basic Services	136,101
10/26/2022		Special Services	-
Detailed Cost Breakdown		Total Project	136,101

Fee Schedule - Phase II
(Sheet 2 of 3)

Tasks				Expenses											Total Expense Effort
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	
1			Basic	Construction Phase Services											\$ -
	(1)		Basic	Administer Contract Documents	10										\$ 85
	(2)		Basic	Provide Executed/Conformed Contract Documents 3 executed specs (300 sheets) 8 half-size plans (53 sheets) 3 conformed specs (300 sheets)	24				2,224		14				\$ 430
	(3)		Basic	Identify Construction Defects/Deficiencies	8										\$ 68
	(4)		Basic	Maintain internet-based Construction Mgmt Program	8										\$ 68
	(5)		Basic	Establish/Monitor QA Procedures	2										\$ 17
	(6)		Basic	Consult with City on Materials and Workmanship	8										\$ 68
	(7)		Basic	Interpret Intent of Plans and Specifications	8										\$ 68
	(8)		Basic	Completion Activities - Prel/Final Walkthrough (3 hrs plus 1 hr travel each) - Develop Punch Lists - Verify Contractor's Close-Out Documents	32										\$ 272
	(9)		Basic	Review Contractor's As-Builts Monthly (15)	3										\$ 26
2			Basic	Construction Staking	5										\$ -
	(1)		Basic	Provide Control Points and Benchmarks and Stake Centerline of Proposed Sewer											\$ -
	(2)		Basic	Provide Survey Notes											\$ -
	(3)		Basic	Stake Permanent and Temporary Easements											\$ -
	(4)		Basic	Prepare Parcel for Property Owner Negotiations											\$ -
3			Basic	Pre-Construction Meetings, Site Visits and Progress Meetings											\$ -
	(1)		Basic	Monthly Progress Meetings (15) including Agenda/Minutes (2-hr mtg) w/1 hour travel for 6 meetings (2 hrs agenda/minutes per meeting)	102	600									\$ 1,242
	(2)		Basic	Pre-Con Meeting including Agenda/Minutes	10										\$ 85
	(3)		Basic	Site Visits (during each Progress Meeting plus an additional 5) (1 hr per Progress Meeting) (2 hrs per additional 5 Site Visits)	46	500									\$ 704
	(4)		Basic	Attend 2 Meetings with Agencies	12	200									\$ 227
4			Basic	Review of Contractor's Submittals											\$ -
	(1)		Basic	Review Contractor's Submittals											\$ -
			Basic	- Notices-by-Contractor (NBC) (10) (15 min/ea)	4										\$ 34
			Basic	- Pay Apps/Requests (15) (30 min/ea)	9										\$ 77
			Basic	- Review Baseline Construction Schedule (included in Phase I fee)											\$ -
			Basic	- Updated Construction Schedules (14) (30 min/ea) (included in Phase I fee)											\$ -
	(2)		Basic	- Shop Drawings (100) (1.5 hrs/ea)	130										\$ 1,105
			Basic	Material Testing Reports (200) (15 min/ea)	51										\$ 434
5			Basic	Review of Contractor's Request for Information											\$ -
	(1)		Basic	Review RFIs (30) (1.5 hr/ea)	45										\$ 383
6			Basic	Preparation of Field/Change Orders											\$ -
	(1)		Basic	Establish Procedures for Administering Change	2										\$ 17
	(2)		Basic	Assist City in Processing Contract Modifications	16										\$ 136
	(3)		Basic	Review Contract Modification Requests or Proposed Contract Modifications (CMR/PCM) (20) (2 hrs ea)	29										\$ 247
	(4)		Basic	Prepare Change Orders (CO) (5) and Field Orders (FO) (20) (2 hrs/ea for CO 1 hr/ea for FO 2 hrs ea for CAD)	69										\$ 587
	(5)		Basic	Additional Contract Changes considered Special Services											\$ -
7			Basic	Preparation of Record Drawings											\$ -
	(1)		Basic	Update Plans Based on Contractor's As-Builts	40										\$ 340
	(2)		Basic	Attend Review Workshop	9										\$ 77
	(3)		Basic	Delivery: Indexed PDF and AutoCad files	8										\$ 68
Total Hours / Quantity					690	1,300	-	-	2,224	-	14	-	-	-	\$ -
Total Effort					\$ 5,865	\$ 813	\$ -	\$ -	\$ 222	\$ -	\$ 4	\$ -	\$ -	\$ -	\$ 6,903

City of Alvarado		Project Fee Summary	
Alvarado Maple Avenue Phase II - Amendment No.2 (Gen Rep)		Basic Services	136,101
10/26/2022		Special Services	-
Detailed Cost Breakdown		Total Project	136,101

Fee Schedule - Phase II
(Sheet 3 of 3)

Phase	Task	Activity	Basic or Special	Tasks	Subconsultants				Total Sub Effort	Total
				Task Description	B&C (Sur)	Contingency				Total Effort
1			Basic	Construction Phase Services		1,000			\$ 1,000	\$ 1,000
	(1)		Basic	Administer Contract Documents					\$ -	\$ 2,699
	(2)		Basic	Provide Executed/Conformed Contract Documents 3 executed specs (300 sheets) 8 half-size plans (53 sheets) 3 conformed specs (300 sheets)					\$ -	\$ 3,702
	(3)		Basic	Identify Construction Defects/Deficiencies					\$ -	\$ 2,592
	(4)		Basic	Maintain internet-based Construction Mgmt Program					\$ -	\$ 1,138
	(5)		Basic	Establish/Monitor QA Procedures					\$ -	\$ 648
	(6)		Basic	Consult with City on Materials and Workmanship					\$ -	\$ 2,592
	(7)		Basic	Interpret Intent of Plans and Specifications					\$ -	\$ 2,592
	(8)		Basic	Completion Activities - Prel/Final Walkthrough (3 hrs plus 1 hr travel each) - Develop Punch Lists - Verify Contractor's Close-Out Documents					\$ -	\$ 6,005
	(9)		Basic	Review Contractor's As-Builts Monthly (15)					\$ -	\$ 427
2			Basic	Construction Staking					\$ -	\$ 868
	(1)		Basic	Provide Control Points and Benchmarks and Stake Centerline of Proposed Sewer	4,650				\$ 5,348	\$ 5,348
	(2)		Basic	Provide Survey Notes					\$ -	\$ -
	(3)		Basic	Stake Permanent and Temporary Easements					\$ -	\$ -
	(4)		Basic	Prepare Parcel for Property Owner Negotiations					\$ -	\$ -
3			Basic	Pre-Construction Meetings, Site Visits and Progress Meetings		1,500			\$ 1,500	\$ 1,500
	(1)		Basic	Monthly Progress Meetings (15) including Agenda/Minutes (2-hr mtg) w/1 hour travel for 6 meetings (2 hrs agenda/minutes per meeting)					\$ -	\$ 21,425
	(2)		Basic	Pre-Con Meeting including Agenda/Minutes					\$ -	\$ 1,786
	(3)		Basic	Site Visits (during each Progress Meeting plus an additional 5) (1 hr per Progress Meeting) (2 hrs per additional 5 Site Visits)					\$ -	\$ 11,035
	(4)		Basic	Attend 2 Meetings with Agencies					\$ -	\$ 2,559
4			Basic	Review of Contractor's Submittals		1,000			\$ 1,000	\$ 1,000
	(1)		Basic	Review Contractor's Submittals					\$ -	\$ -
			Basic	- Notices-by-Contractor (NBC) (10) (15 min/ea)					\$ -	\$ 751
			Basic	- Pay Apps/Requests (15) (30 min/ea)					\$ -	\$ 1,462
			Basic	- Review Baseline Construction Schedule (included in Phase I fee)					\$ -	\$ -
			Basic	- Updated Construction Schedules (14) (30 min/ea) (included in Phase I fee)					\$ -	\$ -
			Basic	- Shop Drawings (100) (1.5 hrs/ea)					\$ -	\$ 20,307
	(2)		Basic	Material Testing Reports (200) (15 min/ea)					\$ -	\$ 7,435
5			Basic	Review of Contractor's Request for Information		500			\$ 500	\$ 500
	(1)		Basic	Review RFIs (30) (1.5 hr/ea)					\$ -	\$ 7,309
6			Basic	Preparation of Field/Change Orders		1,000			\$ 1,000	\$ 1,000
	(1)		Basic	Establish Procedures for Administering Change					\$ -	\$ 648
	(2)		Basic	Assist City in Processing Contract Modifications					\$ -	\$ 2,276
	(3)		Basic	Review Contract Modification Requests or Proposed Contract Modifications (CMR/PCM) (20) (2 hrs ea)					\$ -	\$ 5,033
	(4)		Basic	Prepare Change Orders (CO) (5) and Field Orders (FO) (20) (2 hrs/ea for CO 1 hr/ea for FO 2 hrs ea for CAD)					\$ -	\$ 10,767
	(5)		Basic	Additional Contract Changes considered Special Services					\$ -	\$ -
7			Basic	Preparation of Record Drawings		1,000			\$ 1,000	\$ 1,000
	(1)		Basic	Update Plans Based on Contractor's As-Builts					\$ -	\$ 5,734
	(2)		Basic	Attend Review Workshop					\$ -	\$ 1,825
	(3)		Basic	Delivery: Indexed PDF and AutoCad files					\$ -	\$ 1,138
Total Hours / Quantity					\$ 4,650	\$ 6,000	\$ -	\$ -	\$ -	\$ -
Total Effort					\$ 5,348	\$ 6,000	\$ -	\$ -	\$ 11,348	\$ 136,101

Fee Schedule - Phase II
Additional Effort
(Sheet 1 of 3)

City of Alvarado Alvarado Maple Avenue Phase II - Amendment No.2 (Add'l Effort) 9/22/2022 Detailed Cost Breakdown		Project Fee Summary		Use \$36,303
		Basic Services	\$ 36,304	
		Special Services	\$ -	
		Total Project	\$ 36,304	

Tasks					Labor										
Phase	Task	Activity	Basic or Special	Task Description	Robb Oley	Claire Schneider	Oscar Cantu	Alberto Lara Jr.	Ben Hagood	Heath Myers	Jacob Schababerle	Justin Riddle	Silas Jordan	Total Hours	Total Labor Effort
					Project Manager	Design Engineer	CAD Tech	CAD Tech	Env Scientist	ES GIS	Design Engineer	Design Engineer	CAD Tech		
					\$306	\$130	\$110	\$73	\$192	\$147	\$116	\$130	\$133		
1			Basic	Revisions to Phase II Plans and Phase II Adv/Bid											\$ -
	(1)		Basic	Update Phase II due to Bloomfield modifications	2	28	19	16	12	2	6	11	28	124	\$ 16,432
	(2)		Basic	Phase II Advertise/Bid	2	7								9	\$ 1,567
															\$ -
2			Basic	Archeological Survey for Phase II											\$ -
	(1)		Basic	AmaTerra Archeological Sub-Consultant											\$ -
															\$ -
Total Hours / Quantity					4	35	19	16	12	2	6	11	28	133	
Total Effort					\$ 1,262	\$ 4,680	\$ 2,155	\$ 1,202	\$ 2,375	\$ 303	\$ 718	\$ 1,476	\$ 3,827		\$ 17,999

Fee Schedule - Phase II
Additional Effort
(Sheet 2 of 3)

City of Alvarado		Project Fee Summary	
Alvarado Maple Avenue Phase II - Amendment No.2 (Add'l Effort)		Basic Services	36,304
9/22/2022		Special Services	-
Detailed Cost Breakdown		Total Project	36,304

Tasks					Expenses										
Phase	Task	Activity	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort
1			Basic	Revisions to Phase II Plans and Phase II Adv/Bid											\$ -
	(1)		Basic	Update Phase II due to Bloomfield modifications	124										\$ 1,054
	(2)		Basic	Phase II Advertise/Bid	9										\$ 77
															\$ -
2			Basic	Archeological Survey for Phase II											\$ -
	(1)		Basic	AmaTerra Archeological Sub-Consultant											\$ -
															\$ -
Total Hours / Quantity					133	-	-	-	-	-	-	-	-	-	
Total Effort					\$ 1,131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,131

City of Alvarado Alvarado Maple Avenue Phase II - Amendment No.2 (Add'l Effort) 9/22/2022 Detailed Cost Breakdown		Project Fee Summary	
		Basic Services	36,304
		Special Services	-
		Total Project	36,304

Fee Schedule - Phase II
Additional Effort
(Sheet 3 of 3)

Tasks					Subconsultants					Total
Phase	Task	Activity	Basic or Special	Task Description	AmaTerra				Total Sub Effort	Total Effort
1			Basic	Revisions to Phase II Plans and Phase II Adv/Bid					\$ -	\$ -
	(1)		Basic	Update Phase II due to Bloomfield modifications					\$ -	\$ 17,486
	(2)		Basic	Phase II Advertise/Bid					\$ -	\$ 1,644
									\$ -	\$ -
2			Basic	Archeological Survey for Phase II					\$ -	\$ -
	(1)		Basic	AmaTerra Archeological Sub-Consultant	14,934				\$ 17,174	\$ 17,174
									\$ -	\$ -
Total Hours / Quantity					\$ 14,934	\$ -	\$ -	\$ -		
Total Effort					\$ 17,174	\$ -	\$ -	\$ -	\$ 17,174	\$ 36,304

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** The standard of care for all professional Services performed or furnished by FNI under this Agreement will be the skill and care ordinarily used by members of the subject profession practicing under the same or similar license and circumstances at the same time and in the same locality. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
---	---
5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of the Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or the time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the Project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to determine what materials, equipment, component systems, and types of construction are to be

included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to Client and in acceptance of the Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of the Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.
9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the Project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the Project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the indemnification provisions where the Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.
15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the Project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.

17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

Exhibit A

BID PROPOSAL FORM

The undersigned, Skott Williams, in compliance with your Notice of Sale of Real Property and Bid Specifications, hereby submits the following bid for the Property located at 135 County Road 404:

Bid Price: \$ 1500.00 ~~1000~~

Proposed property to be exchanged:

CR 101 CR 404 Alvarado TX Use of easement on adjoining property to assist with Sewer Line Replacement

Proposed Use of Property:

Residential

I hereby certify I have read the City of Alvarado's BID SPECIFICATIONS for the Property and I understand the provisions contained therein shall be strictly enforced.

Skott Williams

(Bidder Name)

[Signature]

(Bidder Signature)

(If bidding for business, state your title)

11-4-2022

(Date)

101 CR 404 Alvarado TX 76005

(Address)

817-692-8406

(Telephone)

Skott.Williams99@gmail.com

(Email)



City of Alvarado

Received

Date

11-4-22 3:45p

Initials

Perez

"BID FOR Real ESTATE

135 County Road 404"

MEMORANDUM

To: City Council

From: Emile Moline, Jr. – Planning /Economic Development Director

Subject: G & L General Store - Specific Use Permit Request

Date: 11/21/2022

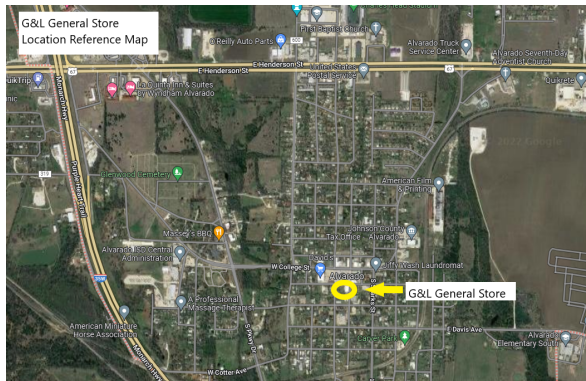
G & L General Store is a business located within the Alvarado Central Business District (CBD) at 118 E. Weaver Ave. A request has been made for a Specific Use Permit (SUP) to allow outdoor storage of lawn and garden products within this district. If approved, the storage area would be approximately 40' x 20', on the West side of the building near the sidewalk, as shown in the attached exhibit. Specific Use Permits, when allowed, are for one year unless a different time frame is approved by city council. Upon permit expiration, applicant would need to reapply.

Planning and Zoning commission recommends approval of SUP with the following considerations:

1. Change SUP expiration from one (1) year to five (5) years.
2. Remove privacy fence requirement.

City Staff Recommendation:

Staff recommends approval of the Specific Use Permit to G & L General Store for the storage of outdoor lawn and garden products in the area shown in the exhibit.



CITY OF ALVARADO

Paid 10-7-22
Receipt # 337388

APPLICATION FOR A SPECIFIC USE PERMIT

DATE: 09/20/2022 CLERK: Pray FEE: 250.00 CASE NO: 2022-0504

NAME OF APPLICANT: G&L General Store PH: (817) 402-5150

MAILING ADDRESS: ~~118~~ P.O. Box 1829 Alvarado, Tx. 76009

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

NAME OF OWNER: Greg Lafountain PH: (817) 614-3991

MAILING ADDRESS: P.O. Box 1829

STREET ADDRESS OF PROPERTY: 118 E. Wauler Ave. ACREAGE: _____

LEGAL DESCRIPTION: South Side of Square

PRESENT ZONE OF PROPERTY: Commercial PRESENT USE: Hardware Store

REASON FOR NEEDING A SPECIFIC USE PERMIT: Outdoor Storage / lawn & garden

USAGE OF ADJACENT PROPERTY NORTH: _____

SOUTH: _____

EAST: _____

WEST: _____

PLEASE ATTACH REQUIRED SITE PLAN FOR APPLICATION CONSIDERATION.

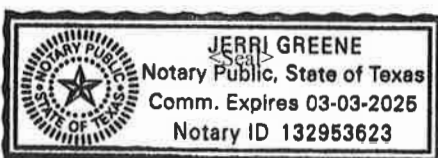
NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property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

SWORN TO AND SUBSCRIBED before me this 20th day of September, 2022, by the person whose signature appears directly above.



[Signature]
Notary Public in and for The State of Texas.
My Commission expires 3-3-2025

Sidewalk

loading

G+L
General Store

40'

Proposed
Storage

40'

20'

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, APPROVING A SPECIFIC USE PERMIT ON LOT 6A, 7, 8, BLOCK 35, ORIGINAL TOWN ADDITION, ALSO KNOWN AS 118 E. WEAVER AVE., ALVARADO, JOHNSON COUNTY, TEXAS, BY AUTHORIZING THE ISSUANCE OF A SPECIFIC USE PERMIT TO ALLOW OUTDOOR STORAGE OF LAWN AND GARDEN PRODUCTS IN A CBD (CENTRAL BUSINESS DISTRICT) ZONING DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 10 days before such hearing; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Alvarado, Texas at least 15 days before such hearing; and

WHEREAS, public hearings to approve a Specific Use Permit 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 Specific Use Permit; and

WHEREAS, The City Council is of the opinion that the Specific Use Permit 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, THAT:

SECTION 1.

That the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended by approving a Special Use Permit on Lot 6A, 7, 8, Block 35, Original Town Addition, also known as the 118 E. Weaver Ave., Alvarado, Johnson County, Texas, by authorizing the issuance of a Specific Use Permit to allow outdoor storage of lawn and garden products in a CBD Central Business District with the stipulations listed below:

1. Outdoor storage area must be surrounded by an 8-foot privacy fence.
2. Outdoor storage area is limited to a 40' x 20' space.
3. Outdoor storage is limited to lawn and garden products.

SECTION 2.

The use of the property described above shall be subject to the restrictions, terms and conditions set forth in Exhibit "A" and to all applicable regulations contained in the Comprehensive Zoning Ordinance, as amended, and all other applicable and pertinent ordinances of the City of Alvarado, Texas. In addition, the authorization to conduct the land use described in Section 1 hereof is valid for one (1) year following publication as prescribed in Section 6 and may be renewed for an additional period of one (1) year by subsequent permission of the City Council of the City of Alvarado, Texas.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

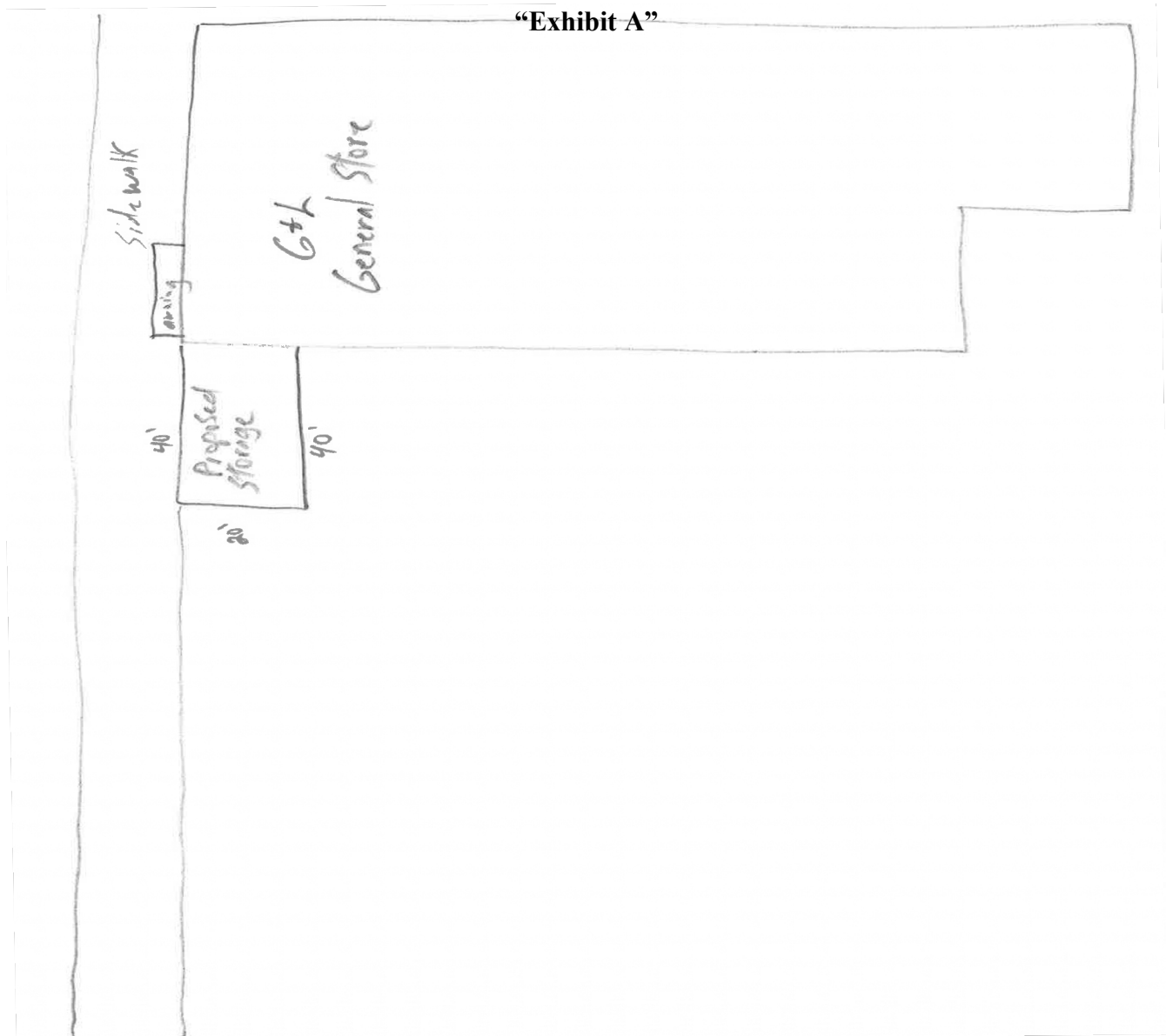
PASSED AND APPROVED by the City Council of the City of Alvarado on this _____ day of _____, 2022 by a vote of _____ ayes _____ ayes _____ abstentions.

CITY OF ALVARADO, TEXAS

ATTEST:

By: _____
Jacob Wheat, Mayor

By: _____
Beth Walls, City Secretary



MEMORANDUM

To: City Council

From: Emile Moline, Jr. – Planning /Economic Development Director

Subject: Garage Sale Ordinance

Date: 11/21/2022

Staff is requesting an amendment to Ordinance Section 42.55. We would like to provide clarity and uniformity of guidelines to all citizens who wish to conduct garage sales. This amendment would designate the location of garage sales and authorize city staff to regulate the locations of garage sales.

Planning and Zoning Commission recommends approval of the amendment to Ordinance Section 42.55.

City Staff Recommendation:

Staff recommends approval of the amendment to Chapter 42, Section 42.55 with the following language changes. This request is made in order to also accommodate Estate Sales which are also serviced by Garage Sale permits.

Section C as recommended by Planning and Zoning:

- c. Garage sales are to be held on a lot that has a physical structure such as a home or business with a city water account.

Section C adjustment as requested by staff:

- c. Garage sales are to be held on a lot that has a physical structure such as a home or business with a city utility account.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 42.55, "SUPPLEMENTARY DISTRICT REGULATIONS," OF ARTICLE IV, "SUPPLEMENTARY REGULATIONS," OF CHAPTER 42, "ZONING," OF THE ALVARADO CODE BY DESIGNATING THE LOCATION OF GARAGE SALES; AUTHORIZING CITY STAFF TO REGULATE THE LOCATION OF GARAGE SALES; 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 is a Type A general law municipality located in Johnson County, created in accordance with Chapter 6 of the Local Government Code; and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council desires to amend the regulations regarding garage sales in the City to designate the location of garage sales; and

WHEREAS, the City Council aims to preserve the residential character of its neighborhoods and promote the general health, safety, and welfare of its citizens by regulating garage sales; and

WHEREAS, the City Council has determined after reviewing the current ordinance pertaining to garage sales that it is necessary to update and clarify these regulations in certain respects.

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

SECTION 1.

Subsection (l) of Section 42.55, "Supplementary District Regulations," of Article IV, "Supplementary Regulations," of Chapter 42, "Zoning," of the Alvarado Code is hereby amended to read as follows:

"(l) *Garage sales.*

(1) *Definition.* A garage sale is the sale of items normally accumulated by a household.

(2) *Permits and conditions of sales.*

a. No person or business shall conduct a garage sale without a city-issued garage sale permit. A garage sale permit fee as adopted by resolution of the city council from time to time shall be paid to the city at the time

application is made. The permit applicant must be at least 18 years of age, present a state-issued form of identification and provide a valid mailing address when obtaining a garage sale permit.

- b. No more than three garage sales shall be permitted for the same residence during any 12-month period. The duration of the garage sale shall not exceed three consecutive days.
- c. Garage sales are to be held on a lot that has a physical structure such as a home or business with a city utility account.
- d. No items shall be purchased for a garage sale for the purpose of resale.
- e. Signs advertising the garage sale shall comply with the sign code of the city.
- f. If a garage sale permit was purchased and the majority of the scheduled dates for the sale are affected by rain or other inclement weather, as determined by the city manager, a rainout permit may be issued at no cost provided the applicant notifies the city the next business day following the expiration of the garage sale permit. A rainout permit shall authorize the continuation of the garage sale for the number of days the sale was disrupted by inclement weather, as determined by the city manager. The new permit must be issued within 30 days of the date of issuance of the original permit. If the permit was issued for two or three days and the rain or inclement weather affects only one day during the permit period, a rainout permit shall not be issued.”

SECTION 2.

The City staff is hereby authorized and directed to regulate locations of garage sales in accordance with this Ordinance.

SECTION 3.

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

SECTION 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, phrase, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5.

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

SECTION 6.

All rights and remedies of the City of Alvarado, Texas, are expressly saved as to any and all violations involving garage sales 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 in the official newspaper of the City, the caption and penalty clause of this Ordinance 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 it is so ordained.

PASSED AND APPROVED by the City Council of the City of Alvarado on this ____ day of _____, 2022.

CITY OF ALVARADO, TEXAS

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth Walls, Interim City Secretary

MEMORANDUM

To: Planning & Zoning Commission

From: Emile Moline, Jr. – Planning /Economic Development Director

Subject: Garage Sale Ordinance

Date: 11/07/2022

Staff is requesting an amendment to Ordinance Section 42.55. We would like to provide clarity and uniformity of guidelines to all citizens who wish to conduct garage sales. This amendment would designate the location of garage sales and authorize city staff to regulate the locations of garage sales.

City Staff Recommendation:

Staff recommends approval of the amendment to Chapter 42, Section 42.55.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 42.55, "SUPPLEMENTARY DISTRICT REGULATIONS," OF ARTICLE IV, "SUPPLEMENTARY REGULATIONS," OF CHAPTER 42, "ZONING," OF THE ALVARADO CODE BY DESIGNATING THE LOCATION OF GARAGE SALES; AUTHORIZING CITY STAFF TO REGULATE THE LOCATION OF GARAGE SALES; 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 is a Type A general law municipality located in Johnson County, created in accordance with Chapter 6 of the Local Government Code; and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council desires to amend the regulations regarding garage sales in the City to designate the location of garage sales; and

WHEREAS, the City Council aims to preserve the residential character of its neighborhoods and promote the general health, safety, and welfare of its citizens by regulating garage sales; and

WHEREAS, the City Council has determined after reviewing the current ordinance pertaining to garage sales that it is necessary to update and clarify these regulations in certain respects.

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

SECTION 1.

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"(l) *Garage sales.*

- (1) *Definition.*** A garage sale is the sale of items normally accumulated by a household.
- (2) *Permits and conditions of sales.***
 - a.** No person or business shall conduct a garage sale without a city-issued garage sale permit. A garage sale permit fee as adopted by resolution of the city council from time to time shall be paid to the city at the time

application is made. The permit applicant must be at least 18 years of age, present a state-issued form of identification and provide a valid mailing address when obtaining a garage sale permit.

- b. No more than three garage sales shall be permitted for the same residence during any 12-month period. The duration of the garage sale shall not exceed three consecutive days.
- c. Garage sales are to be held on a lot that has a physical structure such as a home or business with an active city water account.
- d. No items shall be purchased for a garage sale for the purpose of resale.
- e. Signs advertising the garage sale shall comply with the sign code of the city.
- f. If a garage sale permit was purchased and the majority of the scheduled dates for the sale are affected by rain or other inclement weather, as determined by the city manager, a rainout permit may be issued at no cost provided the applicant notifies the city the next business day following the expiration of the garage sale permit. A rainout permit shall authorize the continuation of the garage sale for the number of days the sale was disrupted by inclement weather, as determined by the city manager. The new permit must be issued within 30 days of the date of issuance of the original permit. If the permit was issued for two or three days and the rain or inclement weather affects only one day during the permit period, a rainout permit shall not be issued.”

SECTION 2.

The City staff is hereby authorized and directed to regulate locations of garage sales in accordance with this Ordinance.

SECTION 3.

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

SECTION 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, phrase, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council without incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5.

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

SECTION 6.

All rights and remedies of the City of Alvarado, Texas, are expressly saved as to any and all violations involving garage sales 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 in the official newspaper of the City, the caption and penalty clause of this Ordinance 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 it is so ordained.

PASSED AND APPROVED by the City Council of the City of Alvarado on this ____ day of _____, 2022.

CITY OF ALVARADO, TEXAS

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth Walls, Interim City Secretary