

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
APRIL 17, 2023
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, April 17, 2023 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 March 20, 2023 regular City Council meeting.
2. Consideration and action to authorize the City Manager to enter into an agreement with General Code/Franklin Legal to provide codification services for the City of Alvarado.

NEW BUSINESS:

3. Consideration and action to approve an agreement for professional subscription services with Fifth Asset, Inc. dba DebtBook, for a 12-month period that would assist with legal compliance for the upcoming FY2022 financial audit and beyond and provide a repository for debt agreements, leases and amortization tables. (Cox)
4. Nominations and action to appoint members to the Comprehensive Plan Advisory Committee (CPAC). (French)

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5. Public Hearing, consideration and action to approve Ordinance 2023-0009 of the City of Alvarado, Texas, amending the subdivision regulations of the City, Chapter 34 of the Code of Ordinances, by amending general requirements and design standards pertaining to alleys. (French)
6. Public Hearing, consideration and action approving Ordinance 2023-0010 of the City of Alvarado, Texas, amending the Flood Hazard Reduction Ordinance of the City, Chapter 18 of the Code of Ordinances, by expanding the duties and responsibilities of the floodplain administrator, and by amending floodplain development permit procedures and standards. (French)
7. Consideration and action approving resolution R2023-0007, accepting the petition for annexation of 21.679 acres in the 1200 block of N. Cummings (Agave Trail Tract B). (French)
8. Consideration and action to approve the application of Alvarado Independent School District on behalf of Agave Trail Development, LLC for approval of the Alvarado North Addition final plat on 22.8 acres known as a portion of Tract 6 in the J. M. Ross Survey, A-737, approximately addressed at 1300 N. Cummings Drive. (French)
9. Consideration and action to approve the application of Stephanie Torrez on behalf of Rez Real Estate Investments, LLC for approval of Lot 1, Block 86 of the Original Town of Alvarado Addition final plat being 0.36 of an acre and known as a portion of tract in the A. J. Patton Survey, A-685, addressed 705 E. Davis Avenue. (French)
10. Consideration and action to authorize the City Manager to execute a construction contract with Live Edge Concepts, in the amount of \$15,000.00 for trimming trees & shrubs and the removal of debris at 220 S. Cummings Drive, Alvarado, Texas. (Suber)

EXECUTIVE SESSION:

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

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 expressions of thanks, congratulations or condolence, holiday schedule, recognition, reminders about upcoming events organized or sponsored by

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the governing body, information about non-city sponsored community events involving employees or elected officials and announcements involving an imminent threat to public health and safety of people in the municipality that has arisen after the posting of the agenda.

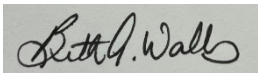
ACCESSIBILITY STATEMENT

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 April 14, 2023 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Beth A Walls, TRMC, IPMA-SCP, CPM
City SecretaryHRD

CITY OF ALVARADO
County of Johnson
State of Texas
March 20, 2023
City Council Minutes.

The City Council of the City of Alvarado met in Regular Called Session on Monday, March 20, 2023 at 6:30 p.m. Roll Call was taken as follows:

Jacob Wheat	Mayor	Present
Lydia Moon	Mayor Pro-Tem	Present
Cherry Bryant	Councilperson	Present
Kevin Thomas	Councilperson	Present
Scott Arthur	Councilperson	Present
Michael Bennett	Councilperson	Absent
Beverly Short	Councilperson	Present

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Ashley Dierker	City Attorney
Laura Cox	Chief Financial Officer
Justin French	Community Dev. Director
Paula Hardison	Director Billing/Accounting
John Rodgers	Fire Chief
Precious Moore	Library Director
Teddy May	Police Chief
Michael Dwiggins	Public Works Director

Mayor Jacob Wheat called the meeting to order at 6:30 p.m. and Scott Arthur gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- Jameye Jones reminded Council of upcoming events.

INTRODUCTION OF NEW EMPLOYEES- Jessica Hill- AP/Payroll Coordinator.

AGENDA ITEMS #1, 2 3, & 4

CONSENT AGENDA

1. Consideration and action to approve minutes from the February 20, 2023 City Council meeting.
2. Consideration and action to approve Certification of Unopposed Candidates for the City of Alvarado May 6, 2023 General Election.
3. Consideration and action to approve Ordinance 2023-0008, canceling the City of Alvarado General Election.
4. Consideration and action to add Josh Rendon to the Planning and Zoning Commission Board.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve the consent agenda.

This motion supported votes 5 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #5

CONSIDERATION AND ACTION TO RECEIVE AND APPROVE THE CITY OF ALVARADO FINANCIAL AUDIT FOR FISCAL YEAR 2020-21.

Carey Adams, CPA, Partner with Waters, Vollmering & Associates, LLP, presented the findings of the 2020- 2021 audit to City Council.

Motion was made by Cherry Bryant and seconded by Lydia Moon to accept and approve the City of Alvarado Fiscal Audit for the year 2020-2021.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #6

PRESENTATION OF LIFE-SAVING AND CIVIC AWARDS.

Sargeant Casey Lopez was recognized with a Civic Award for her work and generosity in helping citizens of Alvarado by organizing a collection of items for Christmas and other events.

Fire Captain Archie Gerbine, and Police Sargeant Tom Gross were recognized for their role in rescuing a man from a burning house in November, 2022.

Council thanked them for their service but no other council action was required.

AGENDA ITEM #7

PRESENTATION BY GENERAL CODE / FRANKLIN LEGAL REGARDING CODIFICATION SERVICES.

Faye Moore with General Code/Franklin Legal gave Council a high-level presentation on codification services being proposed for the City of Alvarado. No Council Action Required.

AGENDA ITEM #8

UPDATE ON CHARTER ELECTION MEDIA CAMPAIGN

Donielle Suber gave Council an overview of proposed media to be used to educate Alvarado voters about the May 6, 2023 special election. No Council Action Required.

AGENDA ITEM #9

CONSIDERATION AND ACTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH ALVARADO TREE SERVICE, IN THE AMOUNT OF \$15,500.00 FOR TRIMMING TREES & SHRUBS AND THE REMOVAL OF DEBRIS AT 220 S. CUMMINGS DRIVE, ALVARADO, TEXAS.

Motion was made by Lydia Moon and seconded by Beverly Short to authorize the City Manager to Execute the contract.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #10

CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2023-0007, AMENDING ORDINANCE 2022-0014 ADOPTED ON SEPTEMBER 19, 2022 WHICH AFFIXED AND LEVIED MUNICIPAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023 AT THE RATE OF \$0.812696 PER ONE HUNDRED DOLLARS (\$100.00) TO CORRECT THE ALLOCATION BETWEEN THE MAINTENANCE AND OPERATION RATE AND INTEREST AND SINKING RATE AS SHOWN ON ORDINANCE 2022-0014 AND AMENDING CERTAIN LANGUAGE INCLUDED IN ORDINANCE 2022-0014 TO COMPLY WITH SECTION 26.05 OF THE TAX CODE.

Motion was made by Lydia Moon and seconded by Beverly Short to approve.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried

AGENDA ITEM #11

CONSIDERATION AND ACTION TO APPROVE RESOLUTION R2023-0006, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION AND DECLARE ITS INTENTION TO REIMBURSE ITSELF FOR PROJECT-RELATED PAYMENTS MADE PRIOR TO THE ISSUANCE OF THE CERTIFICATES.

Motion was made by Beverly Short and seconded by Kevin Thomas to approve.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried

AGENDA ITEM #12

HOLD A PUBLIC HEARING, CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2023-0005 REGARDING THE APPLICATION OF ALVARADO INDEPENDENT SCHOOL DISTRICT ON BEHALF OF AGAVE TRAIL DEVELOPMENT, LLC FOR APPROVAL OF A ZONING CHANGE FROM PLANNED DEVELOPMENT (PD) DISTRICT TO INSTITUTIONAL OVERLAY – AGRICULTURAL (I-A) DISTRICT ON 22.8 ACRES KNOWN AS A PORTION OF TRACT 6 IN THE J. M. ROSS SURVEY, A-737, ADDRESSED IN THE 1200 BLOCK OF N. CUMMINGS DRIVE, AND AN AMENDMENT TO THE FUTURE LAND USE MAP IN THE ALVARADO COMPREHENSIVE PLAN.

Mayor Wheat opened the public hearing at 7:20 pm.

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential. Low Density Residential development will generally be single-family detached homes at approximately four dwelling units per acre. The requested zoning of I District is an overlay zone that is intended to provide for uses of a generally noncommercial institutional and/or group quarter character. Such uses typically involve densities or arrangements which are not permitted by right in low and medium density residential areas but which often have residential characters or have symbiotic relationships with residential neighborhoods. The I District is approved as a prefix on other zoning districts to allow in appropriate circumstances for institutional type uses that are typically regulated by state or federal law. Accompanying this rezoning request is a request to amend the City's Future Land Use map to have the subject site located within the Public/Semi-Public future land use category.

Mayor Wheat closed the public hearing at 7:24 pm.

Motion was made by Cherry Bryant and seconded by Beverly Short to approve Ordinance 2023-0005 regarding the zoning change from planned development (PD) district to institutional overlay-agricultural (I-A) district on 22.8 acres known as a portion of tract 6 in the J.M. Ross Survey, A-737, addressed in the 1200 block of N. Cummings Drive, and an amendment to the future land use map in the Alvarado Comprehensive Plan.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried

AGENDA ITEM #13

CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2023-0006 REGARDING THE APPLICATION OF ALVARADO INDEPENDENT SCHOOL DISTRICT ON BEHALF OF AGAVE TRAIL DEVELOPMENT, LLC FOR APPROVAL OF THE ALVARADO NORTH ADDITION PRELIMINARY PLAT ON 22.8 ACRES KNOWN AS A PORTION OF TRACT 6 IN THE J. M. ROSS SURVEY, A-737, ADDRESSED IN THE 1200 BLOCK OF N. CUMMINGS DRIVE.

The preliminary plat application was submitted and deemed administratively complete on February 28, 2023. Per Section 34-34.c of the Alvarado subdivision ordinance (as modified by Texas House Bill 3167 of Legislative Session in 2019), the City Council shall:

- (1) Act within 30 days after the filing of preliminary plat,
- (2) Make one of the following actions.
 - a. Approve.
 - b. Approve with conditions.
 - c. Disapprove with explanation.

The Future Lane Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential; however, the applicant requests a rezoning to the I-A District that is accompanied by a proposed amendment to the Public/Semi-Public land use category. Staff finds the preliminary plat to comply with the minimum standards of the Alvarado subdivision ordinance and all other ordinances with the exceptions being stated in the attached recommended conditions of approval letter.

Motion was made by Scott Arthur and seconded by Kevin Thomas to approve Ordinance 2023-0006 with P & Z recommendations.

This motion supported 4 votes in approval and 1 vote opposed. Motion carried

AGENDA ITEM #14

CONSIDERATION AND ACTION TO APPROVE THE APPLICATION OF STEPHANIE TORREZ ON BEHALF OF REZ REAL ESTATE INVESTMENTS, LLC FOR APPROVAL OF LOT 1, BLOCK 86 OF THE ORIGINAL TOWN OF ALVARADO ADDITION PRELIMINARY PLAT BEING 0.36 OF AN ACRE AND KNOWN AS A PORTION OF TRACT IN THE A. J. PATTON SURVEY, A-685, ADDRESSED 705 AT E. DAVIS AVENUE.

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential, and the property is zoned Single-Family Residential (SF-2) District. Staff finds the preliminary plat and sanitary sewer construction plans to comply with the minimum standards of the Alvarado subdivision ordinance and all other ordinances with the exceptions noted in an approval letter. On March 14, 2023, the Planning and Zoning Commission recommended by a vote of 3-0 that Council approval with conditions listed in the recommended condition of approval letter.

Motion was made by Lydia Moon and seconded by Scott Arthur to approve the preliminary plat application for Lot 1, Block 86 of the Original Town of Alvarado.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried

AGENDA ITEM #15

CONSIDERATION AND ACTION TO APPROVE AT THE REQUEST OF PROPERTY OWNER DWAYNE WINK, AN ONSITE SEWER FACILITY (OSSF), AS AUTHORIZED BY SECTION 34-130(C) OF THE ALVARADO SUBDIVISION ORDINANCE, ON 6.626 ACRES KNOWN AS TRACT 34 IN THE A. G. KIMBELL SURVEY, A-479, AND ADDRESSED AT 1209 S. PARKWAY DRIVE.

Turf and Soil Management, LLC (T&S) is a sales and service business currently leasing property at 4531 IH 35W in the Alvarado ETJ between CR 604 and Asher Road. T&S is interested in purchasing 1209 S. Parkway Drive from Mr. Wink and making it their permanent location within Alvarado city limits. The property at 1209 S. Parkway Drive is not a platted lot of record, which is a prerequisite to the issuance of building permits T&S needs to improve the property. To plat the property as a lot of record, the developer must install all sanitary sewer facilities needed to serve the development and extend all sanitary sewer mains and appurtenances necessary to connect the development with the City's sanitary sewer system.

In doing their due diligence, T&S discovered the City's sanitary sewer collection system is over 300 feet away and across a tributary of North Fork Chambers Creek. Bid quotes provided by Fire Line Services, Inc. estimate the cost to connect to the City's sanitary sewer collection system to be between \$131,500 and \$162,304, which does not include the unknown cost for offsite easement acquisition also needed. T&S's lease is up at the end of this calendar year, and T&S will be deciding on a new location. For 1209 S. Parkway Drive to be their location T&S will need City Council to approve the request of property owner, Dwayne Wink, which is to allow a properly permitted onsite sewage facility in lieu of connection to the City's sanitary sewer system as permitted by Section 34-130(c) of the Alvarado subdivision ordinance.

Motion was made by Lydia Moon and seconded by Beverly Short to approve the request for an onsite sewer facility as authorized by section 34-130© of the Alvarado Subdivision Ordinance on 6.626 acres known as tract 34 in the A.G Kimbell Survey, A-479, and addressed at 1209 S Parkway Drive.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

Mayor Wheat announced that Council would go into Executive Session at 8:10.

EXECUTIVE SESSION

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, CHAPTER 551 OF THE TEXAS GOVERNMENT REGULAR CITY COUNCIL MEETING AGENDA MARCH 20, 2023 PAGE 3 CODE, THE CITY COUNCIL OR OTHER BOARD MAY CONVENE IN CLOSED SESSION TO DELIBERATE REGARDING THE FOLLOWING MATTERS: §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 PROVISIONS OF CHAPTER 551, INCLUDING THE FOLLOWING ITEMS: A. ANY POSTED ITEM ON THE AGENDA. B. TGC SECTION 551.074: DELIBERATION ON THE APPOINTMENT, EMPLOYMENT, EVALUATION, DUTIES, DISCIPLINE OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE: ECONOMIC DEVELOPMENT DIRECTOR.

Mayor Wheat reconvened regular session at 8:35 p.m.

AGENDA ITEM #16

RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve agreement with Emile Moline as discussed in executive session.

This motion supported 5 votes in approval and 0 votes opposed. Motion carried.

Mayor Wheat adjourned the meeting at 8:38 p.m.

Passed and approved this the 17th day of April, 2023.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD



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Proposal for Codification Services

PREPARED FOR:

City of Alvarado, Texas

PREPARED BY:

FAYE MOORE

CODIFICATION ACCOUNT MANAGER

fmoore@generalcode.com

800.836.8834

DATE:

February 3, 2023

(Valid for six months)

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Executive Summary

A thorough review of your request has given us a better understanding of your unique needs and helped us determine ways that we can partner with you to make the City of Alvarado's Code a more useful and effective resource for your community. The executive summary below serves as an overview for building a collaborative codification solution that can help the City achieve its goals.

Situation Analysis

The City of Alvarado's Code was originally codified in 2008, and was last updated in 2021. However, the Code may contain inconsistencies, errors and outdated information that could potentially affect the Code's enforceability and alignment with relevant Texas statutes.

It is our understanding that the City would like a complete recodification, including a comprehensive review and update of the 2008 Code, to include all legislation of a general and permanent nature to Ordinance No. 2022-022. This process would ensure that legislation is up-to-date and is in line with Texas statutes and the current needs of your constituents, in addition to making the overall Code consistent in organization, format, style, and content.

The City would also like to provide access to the Code and make it easier for constituents and staff to find information by implementing a fully searchable online version of its Code, housed on our unparalleled eCode360 platform.

Our Solution

Our comprehensive codification solution for Alvarado includes:

- > **Converting your Code to be housed on our innovative eCode360 platform**
General Code® will convert your Code and place it on eCode360. Created for a variety of users, eCode360 makes the complete current text of your Code available online in a format that is easy for your community to use and is fully searchable.
- > **Supplement your Code**
At the start of the project, we will perform Supplement No. 9 to update the Code with legislation through Ordinance No. 2022-022.
- > **Create an Updated Code**
General Code will provide the City with an updated Code that is clear and easy for your community to access and use.
- > **An Editorial and Legal Analysis**
This process will identify conflicts, redundancies and inconsistencies in the Code and enable you to incorporate the necessary revisions to ensure that your Code is enforceable and fully complies with Texas statutes.
- > **An online Code housed on our innovative eCode360 platform**
Created for a variety of users, eCode360 makes the complete current text of your Code available online in a format that is easy for your community to use and is fully searchable.
- > **1 custom printed Code book, with an option for additional printed volumes**
We will provide you with 1 fully customized print copy of your new Code, with additional copies as requested

Solution Benefits

A comprehensive codification solution from *General Code* will:

1. Deliver a Code that is always accessible to the public and up-to-date
2. Help you keep Alvarado's Code enforceable
3. Improve transparency with constituents
4. Save Alvarado's staff time and resources by empowering constituents to find Code information independently

Who Benefits?

1. **Constituents**—Citizens will be able to find and use laws in a comprehensive, up-to-date and understandable format
2. **Staff**—All staff members will be able to gather the information they need to answer questions from both citizens and other municipal officials
3. **Planners/Developers**—Your new Code will provide a clear view of existing regulations and make it easier to determine the impact of proposed changes and amendments on development and growth initiatives
4. **Attorneys**—Legal staff can draft and amend legislation more efficiently by using *eCode360* to research similar laws that other communities have passed

Alvarado's Investment

The price of *General Code*'s recommended solution will be \$11,390.

A detailed breakdown of the investment and available options can be found in the Investment Details and Options section on page 9.

General Code, America's Next-Generation Codifier

When local governments and constituents work well together, shared ideas and diverse talents can be focused where they need to be – on the community's common interests and vision for the future. At *General Code*, we focus on simplifying the ways that local governments and their constituents find, access, and share information by innovating forward-thinking technologies and processes. By intelligently connecting vital code information in a digital environment, communities can work better together to more effectively overcome challenges and create opportunities for growth. From online municipal codes to interactive zoning maps, it is our goal to empower everyone in our client communities to rise, transform, and thrive.

We would be proud to partner with your community, too.

Our Experience

For 60 years, *General Code* has worked with more than 4,000 communities to build, maintain, and publish Codes that are clear, accessible, and easy-to-use. We have assembled a staff of highly trained project managers, editorial assistants, attorneys, legal editors, production staff, account managers, training specialists, service representatives, and software engineers that have unique expertise in codification. With backgrounds in municipal law and local government and an average of 17 years of hands-on experience working with municipalities, every segment of our team is uniquely qualified to partner with your community.

A Member of the ICC Family of Solutions

With a worldwide membership of 64,000, International Code Council (ICC) is the global leader in developing model codes and standards used in the design, build, and compliance process to construct safe, sustainable, affordable, and resilient structures and communities. Most U.S. communities and many global markets choose the International Codes.

General Code's partnership with ICC strategically aligns our companies' like-minded missions, values and long-standing commitment to building strong partnerships with local governments. It also gives *General Code* even greater capacity to build on our portfolio of municipality-focused solutions by tapping into the expanded resources and global reach of ICC.

Our Technical Focus

Technology has changed your community's expectations about accessing and interacting with complex Code information. Therefore, we handle Code information differently. With *General Code*, your Code is more than just static text; using our proprietary publishing system, we store your Code as dynamic data, making it easy to update and present in multiple ways that meet your staff's and community's needs. Using the data from your Code as a basis, *General Code* provides an ever-expanding suite of seamless solutions that save time and simplify how you serve your community.

Our Process

General Code's process workflow is highly collaborative, allowing you to engage with a Code consultant at every key stage of the codification process. We guide you through each phase of the process to keep you informed and help the project stay on track. Our Code consultants are invested in working with local governments and strive to ensure that your Code improves transparency within your community while accurately reflecting your laws.

The *General Code* Recommended Solution and Process

Below is an outline of the process for completing your recodification project.

Project Launch

General Code will consult with Alvarado's designated contact person to review the project generally and to clarify any initial questions for both *General Code* and the City. To begin the project, the City and *General Code* shall confirm the source materials for the project. For more detail, see the source materials listed on page 9.

Convert your Code onto eCode360

As an initial step in the project, we will convert your Code into XML format to make your Code available on our fully searchable eCode360 platform.

eCode360 is a secure, reliable online platform created specifically to house codified laws and municipal documents. Built with a variety of user needs in mind, eCode360 will provide Alvarado's staff, citizens and businesses with unparalleled flexibility to quickly access and search your Code on a variety of desktop and mobile devices.

eCode360 Benefits:

A centralized solution—laws, regulations and related documents are integrated into a dynamic, centralized resource

Simple to use—eCode360 is easy and intuitive and offers powerful time-saving features

Always up-to-date—We will update your eCode360 site with each supplement to your Code

A trusted, "go-to" resource—Empower staff to answer questions with clarity and confidence

Always evolving—We consistently release innovative functionality based on communities' needs

eCode360 Service Level included in this Project: **Premium**

	Premium eCode360
Annual Maintenance Fee	\$1,195
New Laws	x
Easy and Flexible Searching	x
Dynamic Table of Contents	x
Email or Share Links	x
Printing	x
Bookmarking Searches	x
Archive View	x
"Sticky" Table Headers	x
Administrative Tools	x
Translate	x
eCode360 Search App	x
Linked New Laws	x
Public and Private Notes	x
Sample Legislation (Multicode Search)	x
Download to Word	x

Download to PDF	x
New Laws Indicator	x
Advanced Search	x
Customizable Titles	x
eAlert	x
Public Documents Module	x

For more information about eCode360, see page 16.

Supplement No. 9 to the 2008 Code

General Code will supplement your current Code with uncodified legislation through Ordinance No. 2022-022, to provide ready access to the most up-to-date version of the existing Code until such time as publication of your new Code is completed.

Editorial and Legal Analysis with Manuscript

The City's existing Code will be used as the Manuscript for the project. The Code will be supplemented just prior to preparation of the Editorial and Legal Analysis in order to optimize the City's review of the Code, and also so that *General Code* is reviewing the most up-to-date material.

To accompany your updated Code, we will prepare an Editorial and Legal Analysis for your review. Your project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be presented in a progressive format with option sets to guide the user in the decision-making process. City officials, including the City Attorney, will have the final decision-making authority for the resolution of any and all issues. As part of this Analysis, a proposed reorganization of the Code may be provided for review and approval by the City if deemed appropriate. (Please note that if reorganization and renumbering is authorized by the City, this work shall occur at the Draft stage of the project.)

The Editorial and Legal Analysis will include the following:

- > Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- > Identification of duplications, conflicts and inconsistencies with Texas statutes
- > Any practical recommendations to make your legislation more enforceable
- > Suggestions regarding fines, fees and penalties
- > Suggestions on ways to modernize your legislation

Your Responsibilities

The City will review the Editorial and Legal Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the City officials and the City Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code.

Code Supplement

In order to minimize the timeframe during which the City's Code is out-of-date prior to publication, the Code will be supplemented just prior to preparation of the Draft. Once the Draft is prepared, supplementation of the prior Code shall be discontinued until Code publication is complete.

Final Editing of the Manuscript and Submission of the Draft

Once the Editorial and Legal Analysis is returned, an editor will begin the final editing process. During this time, we will:

- > Edit the text to incorporate any revisions and additions previously approved in the Editorial and Legal Analysis phase
- > Update the Table of Contents listing all chapters and articles included in the Code, as applicable
- > Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment
- > Proofread all copy to correct typographical and spelling errors

General Code will submit a Draft of the Code for final review by the City. With the submission of the Draft, the editorial work on your project will be completed; therefore, if the City requires any additional changes, further charges will apply.

Prepare Final Deliverables

Upon approval to proceed with the publication of your Code, we will prepare the following final deliverables:

- > **A Comprehensive Index**
We will provide you with an index that is designed to let you quickly and easily locate information in the Code
- > **A Disposition List**
Your Code will include a Disposition List that sets forth—in chronological order—the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project. It will also indicate whether those items are included in or omitted from the Code.
- > **Code Adoption Legislation**
We will prepare adoption legislation for the proposed Code and give it to the City Attorney for review and enactment by the governing body. The Code should be adopted as soon as possible to formally enact the many revisions authorized by the City and establish the Code as the permanent enforceable system of law in the City. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Update your online Code housed on eCode360

Once the project has been completed, we will update the City's eCode360 with the new version of the City's Code.

Publish a Custom Printed Code

General Code will publish 1 printed copy of your Code in high-quality, custom-imprinted post binder. The Code pages will be designed in an 8 ½-by-11-inch page size, using 11-point Times New Roman font in a single-column format on 100% recycled paper.

General Code lets you customize the look of your final printed Code binder, including the color of your binder (blue, dark red, green, brown, black or gray) and the color of the silk-screen lettering on the binder cover (white, silver or gold). We can also include the City's Seal on the front and spine for added impact at no additional charge. Each copy of the Code will include a set of 15 tab dividers for individual customization and will also be serial-numbered for easy identification.

Provide Ongoing Code Maintenance

The codification process is not truly over when your new Code is delivered. Your community will change and grow, and ultimately, your Code will evolve with it. In order to maintain your Code as an accurate and reliable resource, it is important that the City keeps the Code up-to-date after initial publication. *General Code's* supplementation services are designed to make the process easy, fast and accurate.

Project Materials

Source Materials

General Code will use the following source materials for the codification project:

- > A copy of the City's 2008 Code, as updated to Ordinance No. 2021-003
- > Uncodified legislation adopted from Ordinance No. 2021-005 to Ordinance No. 2022-022

Project Scope

This proposal and the scope of this project consider only the legislation submitted for review as listed above. The processing, review, and inclusion of any materials not submitted are outside the project scope as proposed and therefore may be subject to additional charges. We request that Alvarado set up a process to routinely send any new legislation upon adoption. This additional legislation will be included in the Code up to the point where the editorial work has been completed and will be subject to an additional charge at the end of the project.

Investment Details and Options

Codification Conversion Process

\$1,395

- > Conversion of the Code into an XML Document (Electronic Output Only)
- > Premium eCode360 (First Year)
- > Supplement to Update the 2008 Code from Ordinance No. 2021-005 to Ordinance No. 2022-022 (Electronic Output Only)

Codification Project Price

\$9,995

Services included with the codification project:

- > Creation of a New Code, with Project Scope Including Legislation to Ordinance No. 2022-022
- > Editorial Work
- > Proofreading
- > Shipping

Initial deliverables included with the codification project:

- > Editorial and Legal Analysis
- > Manuscript
- > Draft

Final deliverables included with the codification project:

- > Updated eCode360
- > eCode360 Search App
- > Publication of 1 Code Volumes in Standard Imprinted Post Binders
- > Comprehensive Index
- > Disposition List
- > Customizable Tabs
- > Code Adoption Legislation

Administrative Fees

\$0

General Code does not charge administrative fees; you will only pay for products and services you actually use

Please note: Code books in addition to the 1 Code books included in the Codification Project Price may be ordered through the publication date of your Code. Pricing is available upon request.

Ongoing Services

Premium eCode360 Annual Maintenance

\$1,195

The maintenance fee is an annual recurring flat fee that begins one year from the initial posting of eCode360. Therefore, we recommend that the City budget for this service each year. The fee covers annual licensing, web hosting, posting of new legislation between regular Code

supplements and the PubDocs Module. Please note that this does not include the cost for codifying new legislation.

Future Supplementation Services

General Code will provide supplementation services at a rate of \$20.00 per page for a period of three years from date of publication. Tables Graphics and Charts will be billed at \$10.00 per change.

Thereafter, fees may be increased annually consistent with the Producer Price Index for Publishing Industries, published by the U.S. Dept. of Labor.

Performance and Payment Schedule

Codification Conversion Performance and Payment Schedule

Deliverables	Delivery Date	Payment Milestone
Premium eCode360 and Code Volumes	Within 10 to 12 weeks of contract signing and receipt of materials	100% of total conversion price due upon posting of eCode360

Codification Performance and Payment Schedule

Deliverable	Delivery Date	Payment Milestone
Contract Signing	Within 30 days of contract signing	20% of total codification project price due
*Submission of the Editorial and Legal Analysis	Within 180 days of completion of the Code Conversion and posting of eCode360; the City has 100 days for review	40% of total project price due
Submission of Draft	Within 145 days of receipt of responses to the Editorial and Legal Analysis; the City has 45 days to review	30% of total project price due
Delivery of the Code	Within 40 days of approval to proceed with the publication of the Code	Balance of total project price due

**Code supplements shall be prepared prior to this stage to ensure that the Code remains up-to-date throughout the project.*

Code supplements shall be invoiced separately and are outside the scope of the project pricing. Estimates are available upon request.

Authorization and Agreement

The City of Alvarado, Type 1S - Recodification, February 3, 2023

Project Price

\$11,390

The City of Alvarado, Texas, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

City of Alvarado, Johnson County, Texas

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____

Title: _____ Title: _____

Date: _____ Date: _____

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the codification project, complete the form above, including authorized signatures. A signed copy of this agreement will be mailed back to Alvarado for its records.

Scan and email the completed form to contracts@generalcode.com. You may also fax the completed form to *General Code* at (585) 328-8189 or return it by mail to *General Code*, 781 Elmgrove Road, Rochester, NY 14624.

Appendix

Texas Communities We Serve

For more than a half century, we have had the pleasure of forming long-term, collaborative working relationships with municipalities of all types and sizes across the country. Below are some of the municipalities in Texas that have trusted *General Code* to codify their laws:

City of Abernathy	City of Cameron	City of Garland
City of Abilene	City of Canadian	City of Giddings
City of Alba	City of Canyon	City of Glenn Heights
City of Alma	City of Cedar Park	City of Goliad
City of Andrews	City of Celina	City of Gonzales
City of Anna	City of Chandler	City of Granbury
City of Anson	City of Channing	City of Grand Saline
City of Archer City	City of Clarksville City	City of Granger
City of Atlanta	City of Clyde	City of Granite Shoals
City of Aubrey	City of Coleman	City of Greenville
City of Aurora	City of Colorado City	City of Grey Forest
City of Azle	City of Columbus	City of Groesbeck
City of Balcones Heights	City of Combine	City of Groom
City of Ballinger	Town of Copper Canyon	Guadalupe County Local Fire Code
City of Bandera	City of Cottonwood Shores	City of Gunter
City of Bangs	City of Crandall	City of Hale Center
Town of Bartonville	City of Crosbyton	City of Hallettsville
City of Beaumont	Town of Cross Roads	City of Hamlin
City of Bee Cave	City of Cuero	City of Haslet
City of Bells	City of Dalworthington Gardens	City of Hearne
City of Bellville	City of Denver City	City of Hereford
City of Bertram	City of Desoto	Town of Highland Park
City of Beverly Hills	City of Dilley	City of Highland Village
City of Big Lake	Town of Double Oak	City of Hillsboro
City of Blanco	City of Dumas	City of Hondo
City of Blooming Grove	City of Eagle Lake	Town of Horizon City
City of Blue Mound	City of Earth	City of Horseshoe Bay
City of Blue Ridge	City of Eastland	City of Hubbard
City of Bonham	City of Edgecliff Village	City of Hudson Oaks
City of Borger	City of Edna	City of Humble
City of Bovina	City of El Campo	City of Huntington
City of Brady	City of El Lago	City of Hurst
City of Brazoria	City of Emory	City of Hutchins
City of Brenham	City of Euless	City of Hutto
Village of Briarcliff	City of Fair Oaks Ranch	City of Idalou
City of Bridgeport	City of Fairfield	City of Ingram
City of Brownfield	Town of Fairview	City of Iowa Park
City of Brownsboro	City of Flatonia	City of Italy
City of Bruceville Eddy	City of Florence	City of Ivanhoe
City of Buda	City of Forest Hill	City of Jacksboro
City of Buda Unified Development Code	City of Forney	City of Jarrell
City of Bulverde	City of Friona	City of Johnson City
City of Caddo Mills	City of Frisco	City of Jonestown
City of Caldwell	City of Fritch	City of Josephine
City of Calvert	City of Frost	City of Joshua

City of Jourdanton
City of Junction
City of Justin
City of Katy
City of Kaufman
City of Kermit
City of Kilgore
City of Krugerville
City of Krum
City of La Feria
City of La Grange
Village of Lake Tanglewood
City of Lake Worth
City of Lakeside City
City of Lakeway
City of Lamesa
City of Lancaster
City of Lavon
City of Leander
City of Lefors
City of Leon Valley
City of Leonard
City of Levelland
City of Liberty
City of Liberty Hill
City of Littlefield
City of Llano
City of Lockney
City of Lorenzo
City of Lowry Crossing
City of Lubbock
City of Lucas
City of Lufkin
City of Magnolia
City of Mccamey
City of Mclendon-Chisholm
City of Mercedes
City of Mexia
City of Midlothian
City of Monahans
City of Moody
City of Morgans Point Resort
City of Morton
City of Moulton
City of Mount Enterprise
City of Muenster
City of Muleshoe
City of Murphy
City of Navasota
City of New Deal
City of New Home
City of New Summerfield
City of Newark
City of Nixon

City of Nocona
City of Nolanville
Town of Northlake
City of Oak Leaf
City of Oak Point
City of Oak Ridge
City of Odessa
City of Olton
City of Onalaska
City of Overton
City of Ovilla
City of Palacios
City of Pampa
City of Panhandle
Town of Pantego
City of Paris
City of Pecan Hill
Town of Pelican Bay
City of Petersburg
City of Pflugerville
City of Pilot Point
City of Pineland
City of Pittsburg
City of Plains
City of Plainview
Village of Point Venture
City of Post
City of Pottsboro
City of Prairie View
Town of Providence Village
City of Quinlan
City of Ralls
Town of Ransom Canyon
City of Red Oak
City of Reno
City of Reno
City of Rhome
City of Rice
City of River Oaks
City of Robstown
City of Rockdale
City of Rockport
City of Rosebud
City of Royse City
City of Runaway Bay
City of Sachse
City of Saint Jo
Town of Saint Paul
City of San Augustine
City of San Benito
City of San Juan
City of San Saba
City of Sanger
City of Sansom Park

City of Schulenburg
City of Seagoville
City of Seagraves
City of Seymour
Town of Shady Shores
City of Shallowater
City of Sherman
City of Shiner
City of Slaton
City of Smithville
City of Snyder
City of Spearman
City of Springtown
Town of St Paul
City of Stinnett
City of Stratford
City of Sundown
Town of Sunnyvale
City of Sunray
City of Tahoka
City of Teague
Village of The Hills
Town of Trophy Club
City of Troup
City of Troy
City of Tulia
City of Tye
City of University Park
City of Valley View
City of Vega
City of Vernon
Village of Volente
City of Weimar
City of West
City of West Lake Hills
Town of Westover Hills
City of Westworth Village
City of Whitehouse
City of Whitney
City of Wichita Falls
City of Willow Park
City of Wilmer
City of Wilson
City of Wimberley
City of Winnsboro
City of Winters
City of Wolfforth
City of Wortham
City of Yorktown

eCode360 Platform

Our eCode360 platform is designed specifically to house codified laws and municipal information. eCode360's intuitive design, responsive navigation, and robust search functionality drive performance and user satisfaction.

Simple for Everyone

eCode360 offers a user experience that's simple and intuitive. Our easy-to-use, uncluttered interface allows users to access, search and share Code sections with incredible speed and precision on desktop and mobile devices. It provides the power to communicate information to everyone in your municipality like never before.

24/7/365 Access and Security

General Code supports your community through technologies that transform your users' experience and empower your community to access, navigate and share your Code in exciting new ways. Our eCode360 platform was designed by our own in-house team of software engineers, experts who understand the importance and value of simplifying how you access and use your Code, generating an impressive 71,000 users a day while boasting an incredible uptime average of 99.9%. eCode360 is available 24/7, 365 days a year.

eCode360 is hosted on Amazon Web Services (AWS)'s EC2, which has an uptime guarantee of 99.99%. Our servers are backed up using IT industry best practices, taking advantage of multiple redundancies and regions within AWS. In addition to a robust disaster recovery plan, we have taken steps to avoid disaster by building eCode360 from the ground up to be secure and scalable. The system is designed and engineered to minimize the possibility of intrusion and uses multiple leading-edge technologies to harden and secure the service.

eCode360 is our proprietary platform, and does not require any Folio installation or licenses.

Maintenance and Updates

eCode360 is maintenance-free for our users. General Code employs a team of software developers, web application developers and system administrators who maintain and update the platform to give you an intuitive and seamless experience with your Code. Our most recent enhancements can be found at <https://www.generalcode.com/happyecode/>.

Free Introductory eCode Webinar for Municipal Staff

Our introductory eCode webinar lets you work online with an experienced Training Specialist who can demonstrate eCode360's powerful tools and offer step-by-step guidance to help you use the Code. A great resource for municipal employees who want to help their constituents!

“Multi-purpose” your Code Content—and better serve your community.

Give departments and individuals within your municipality the ability to view and use the specific Code information they need—when they need it. With eCode360 Content Export, we export your Code's content to an Excel or CSV file. From there, the file can be imported into systems other departments are already using where information from your Code can be quickly viewed and used. This saves others—especially staff who serve the public in the field—the time and effort of searching the entire Code manually to find the particular section they need. For more information about our Content Export services, please contact us at sales@generalcode.com.

Premium eCode360 Features

New Laws	Between regular Code supplements, <i>General Code</i> will temporarily post PDF copies of new legislation to your online Code
Custom Settings for Admin Users	Control the look of your eCode360 by selecting custom colors and accents, and uploading a custom banner or photo
Easy and Flexible Searching	Search by key words, phrases, section numbers and more
Electronic Index	A comprehensive list of key words and phrases to speed searching
Dynamic Table of Contents	Users can find the information they need and see their current location with a table of contents that moves as users browse
Email or Share Links	Email a link to a specific Code section or share via social media
Printing	Print with user-friendly functionality and a variety of user options
Bookmarking Searches	Save “favorites” to quickly return to sections of the Code
Archive View	View a permanent archive of your Code, updated with each supplement
“Sticky” Table Headers	Table headers remain stationary as you scroll
Translate	Users can view your Code in more than 100 additional languages
eCode360 Search App	Use your mobile device to search your Code
Linked New Laws	As new legislation is posted, we will add links from the New Laws section of eCode360 to the affected Code chapters or articles
Public and Private Notes	Create personalized links and annotations within the Code
Multicode Search	Search across multiple Codes by municipality, geographic region, government type or population to find sample legislation or other Code content for zoning use, legal cases or historical research
Download to Word	Administrative users can download Code text to a Microsoft Word document to edit and track changes when drafting new legislation
Download to PDF	Public users can directly download Code text to a PDF document
New Laws Indicator	Code Change Indicators help users identify sections of your Code that have been changed and provide links to the new legislation
Advanced Search	Search across the Code, Public Documents, New Laws and Notes using an intuitive query tool and filtering system to quickly pinpoint the most relevant information
Customizable Titles	Administrative users can add customized titles and comments to your legislation in New Laws
eAlert	Public users can sign up to receive notifications of changes in the Code
PubDocs Module	Post non-Code documents along with your online Code

The new version of PubDocs™ is here and ready for you to use NOW!

Put more power behind your public documents: With a new look, features and functionality, our newest version of *PubDocs* elevates access, control, and transparency to new levels, so you can do more with your public documents than ever before.

More of what you asked for, for more control of your documents: Our latest *PubDocs* enhancements are the direct result of comments and suggestions from valued customers like you. We think you will like what you see!

- **Add or change the name of document types** – For example, you can change “minutes” to “meeting packets” – whatever titles work best for you. Or add new document categories, such as “Fee Schedule.”
- **Move or delete multiple documents quickly and efficiently** – There’s no need to work with one document at a time.
- **Post an expanded variety of file formats and documents** – Now including audio files, audio and video links, and PowerPoint files.
- **Sort search results more efficiently** – Arrange results by ascending or descending dates.
- **Unlimited document uploads** – Now without file size limits

Our new *PubDocs* enhancements are available for you, the *eCode360* user, to use NOW!

The screenshot displays the City of Townsville PubDocs web application. The header features the City of Townsville logo and navigation links for Home, Admin, and Help. A search bar is present with a search icon and a dropdown menu for search options (Advanced, Multicode). The main content area is titled "Minutes" and includes a sidebar with a list of document categories: Charter, Code, Zoning Map, Archives, New Laws (19), Index, Notes (3), Public Documents (4), Agendas (10), Budgets (4), Comprehensive Plans (7), Fee Schedule (1), Minutes (39), and Misc. Documents (8). The "Minutes" section is currently selected. The main content area shows a list of documents under the "Annual Meetings" category, with filters for Category (All), Year (All), Month (All), and Day (All). The list includes documents such as "Board Meeting May 21, 2012", "Board Meeting May 10, 2013", "Board Meeting May 23, 2014", "Board Meeting May 12, 2015", and "Board Meeting May 17, 2016". There are also sections for "City Council" and "Dept of Public Works". The footer contains a disclaimer about the eCode360 user agreement and a language selection dropdown.

Sample eCode360 Screens



CITY OF

TOWNSVILLE

[Settings](#)
[Log Out](#)

[Home](#)
[Admin](#)
[Help](#)

[Advanced](#)
[Multicode](#)

Charter

Code

Archives

New Laws (16)

Index

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Public Documents

Agendas

Budgets

Comprehensive Plans

Legislation

Minutes

Misc. Documents

Resolutions

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[Email](#)
[Download](#)
[Share](#)
[Get Updates](#)
[Add Note](#)

City of Townsville, NY / General Legislation

Chapter 295 Swimming Pools

Swimming Pool Application



A City Building Permit is required along with requirements in this chapter before any installation or construction of a swimming pool. [City Building Permit link.](#)

Created on 2018-10-08 by Jeanie Sanders; Last modified on 2019-02-21 by Jeanie Sanders

[HISTORY: Adopted by the Common Council of the City of Townsville as Ch. 35 of the 1975 Municipal Code. Amendments noted where applicable.]

Find Codes

Municipality Name

State

Counties

Government Type

Within of Zip Code

Population

Add Codes

+ Add All Codes (2264)

Add	Type	Name	County	State	Population
+	County	Adams County, WI	Adams	WI	20843
+	County	Albany County, NY	Albany	NY	297556
+	County	Allegany County, MD	Allegany	MD	72831
+	County	Allegheny County, PA	Allegheny	PA	1223411
+	City	Appleton City, MO	St. Clair	MO	1127
+	County	Appomattox County, VA	Appomattox	VA	14128
+	City	Atlantic City, NJ	Atlantic	NJ	39958
+	County	Atlantic County, NJ	Atlantic	NJ	271620

Search Codes

Enter search term... [Cancel](#) [Search](#)

1 Custom Banner

2 Public and Private Notes

3 View Archived Codes

4 Public Documents Portal

5 Multicode

6 New Laws

Title	Adopted	Subject	Affects
L.L. No. 19-2018 - Sewer Amendment <i>This goes into effect 1/1/2019.</i>	2018-08-02	Clerk Amendment; Departments and Bureaus Amendment	Ch 18A, Ch 20
L.L. No. 20-2018 <i>goes into effect 1/1/2019</i>	2018-08-23	Zoning Amendment	Ch 05
L.L. No. 21-2018	2018-08-23	Zoning Amendment	Ch 05
L.L. No. 22-2018	2018-09-13	Neighborhood Preservation Amendment	Ch 02
L.L. No. 23-2018	2018-09-13	Building Construction Administration Amendment	Ch 16
L.L. No. 24-2018	2018-09-13	Zoning Amendment	Ch 05
L.L. No. 25-2018	2018-09-13	Zoning Amendment	Ch 05

Additional Online Services

MapLink™ powered by ZoningHub™

MapLink is a *Visual Zoning* service that makes it easier for business and property owners, planners, developers, and constituents to find the information they need in your community's Zoning ordinance by presenting Zoning Code data from *eCode360* in an interactive online map. *MapLink* users can click on a map to view details about permitted uses and answer questions such as, "Where can I open my business?" and "What can I do with my property?" With just a few clicks, users interested in economic development can view dimensional requirements, allowable uses, and zoning districts, zoom to an individual parcel to examine its requirements, or search for properties based on land use. By making it easier for users to find the information they need for their development projects, they are more likely to open their businesses in the City, which can help grow your community.

MapLink uses your municipality's existing GIS map information and seamlessly presents data from *eCode360*, so your interactive map clearly and accurately displays your essential Zoning elements. When a Code supplement including a Zoning change is completed and posted to *eCode360*, your Code data is simultaneously updated in *MapLink*, ensuring that users are always working with the most accurate requirements.

eCode360® Enhanced Graphics™

eCode360 Enhanced Graphics can help drive economic development in your community by presenting an online Zoning Code that is clear, easy to understand and always up-to-date. *Enhanced Graphics* offers zoning specific features like integrated tables that allow users to view tables in context, multi-column layout options to accommodate natural image placement, searchable image captions, color coding to create easier navigation, and high-quality graphics. Every community is unique, so we also offer custom solutions tailored to suit your community's specific needs.

Custom Local Building Code

Until now, no single publication has included both ICC I-Code building regulations and local amendments in an integrated form. Our CLBC solution will create a single central repository for your adopted Building Code regulations that is intuitive, searchable, and linked to your municipal Code. This solution will eliminate the need to separately manage state adopted I-Codes and your local amendments, and make your Building Code regulations available from anywhere at any time, even if the City only has one set of printed books.

Application Programming Interface

Application Programming Interfaces (API) make it possible for your Code in *eCode360* to "talk" with additional external systems to share information. *General Code* has APIs that deliver structured Code information contained in *eCode360* to external systems, including legislation drafting, parcel management, municipal websites, enterprise content management (ECM), permitting, GIS-based interactive maps, code enforcement, law enforcement, and more.

For more information on our additional online services please contact us at
sales@generalcode.com

Formatting & Style

General Code takes pride in offering high-quality printed Code services. Our experience and attention to detail in the design and production of your Code go hand-in-hand with our approach to municipal partnerships.

Organization

The Code will be organized and divided into parts to accommodate different types of legislation. Typically Part I is made up of legislation of an administrative nature, namely, that dealing with the City's departments, officers and employees; Part II is made up of the legislation that regulates the general public. Within each part, the various pieces of legislation will be organized into chapters, which will be arranged alphabetically by subject matter. For example, all legislation pertaining to the regulation of streets and sidewalks may be found in Part II, in the chapter entitled "Streets and Sidewalks." Wherever there are two or more pieces of legislation dealing with the same subject, they will be combined into a single chapter. In such chapters, the use of article designations will preserve the identity of the individual pieces of legislation. The City will have the opportunity to review and approve the organization of the Code.

Table of Contents

The Table of Contents lists the various chapters included in the Code and can be used to help locate desired provisions. Space will be reserved for later insertion of new material in its proper alphabetical sequence. Such space is accommodated in the body of the Code by breaks in the chapter numbering and in the page-numbering sequence between chapters.

Pagination

Each chapter forms an autonomous unit in the page-numbering system. The first page number in each chapter is the number of that chapter followed by a colon and the numeral "1." For example, Chapter 6 begins on page 6:1, Chapter 53 on page 53:1, etc. If a page were to be added between pages 53:2 and 53:3, it would be numbered 53:2.1. This system makes it possible to add or to change pages in any chapter without affecting pages in other chapters and to insert new chapters without affecting the existing organization.

Scheme

The scheme is the list of section titles that appears at the beginning of each chapter and precedes the text. These titles are written so that, taken together, they may be considered as a summary of the content of the chapter. Taken separately, each describes the content of a particular section. For ease of reference, section titles are repeated as section headings in the text.

Section Numbering

In a chapter-related section-numbering system, each section of every item of legislation is assigned a number that indicates both the number of the chapter in which the legislation is located and the location of the section within that chapter. For example, the first section of Chapter 6 is § 6-1, while the fourth section of Chapter 53 is § 53-4. New sections can also be added between existing sections by using a decimal system. For example, if two sections are to be added between §§ 53-4 and 53-5, they will be numbered as §§ 53-4.1 and 53-4.2.

Legislative Histories

The legislative history for each chapter is located immediately following the scheme for that chapter. The history indicates the specific legislative source from which the chapter was derived, including the enactment number and the date of adoption. In the case of chapters containing parts or articles derived from more than one item of legislation, the source of each part or article is indicated in the text, under its title. Amendments to individual sections or subsections are indicated by boldfaced histories directly in the text.

Editor's Notes

Editor's Notes are used in the text to provide supplementary information and cross-references to related provisions in other chapters.

Printed Code Sample Page

Page heads indicate which sections appear on a particular page, making sections quick to locate.

§ 204-1

Section numbers reflect both the number of the chapter in which the legislation is included and the location of the section within that chapter. This facilitates referencing and indexing sections.

Chapter 204

INSURANCE

Every chapter is preceded by a Scheme, which lists each section by title. Taken together, the titles serve as a summary of the contents of the chapter.

ARTICLE I

Fire Damage Claims

§ 204-1. Enforcement authority.

§ 204-2. Claim payment restrictions.

§ 204-3. Payment procedure.

§ 204-4. Regulatory authority.

[HISTORY: Adopted by the Board of Commissioners of the Township of Municipality as indicated in article histories. Amendments noted where applicable.]

The History indicates the specific legislative source from which the chapter is derived.

ARTICLE I

Fire Damage Claims

[Adopted 1-16-1995 by Ord. No. 294 (Ch. 83, Art. I, of the 1982 Code)]

§ 204-1. Enforcement authority.

For precision of reference, section titles are repeated as headings in the text.

The Secretary/Administrator of the Township of Municipality, Berks County, Pennsylvania, or such official's designee is hereby appointed as the designated officer who is authorized to carry out all responsibilities and duties stated herein.

§ 204-2. Claim payment restrictions. [Amended 3-20-1995 by Ord. No. 299]

Amendments to individual sections or subsections are noted in the text at the location which most precisely pinpoints the amended material.

No insurance company, association or exchange (hereinafter the "insuring agent") doing business in the Commonwealth of Pennsylvania shall pay a claim of a named insured for fire damage to a structure located within the Township of Municipality, Berks County, Pennsylvania (hereinafter the "municipality") where the amount recoverable for the fire loss to the structure under all policies exceeds \$7,500 unless the insuring agent is furnished by the Municipal Treasurer with a municipal certificate pursuant to Section 508(b) of Act 98 of 1992 and unless there is compliance with Section 508(c) and (d) of Act 98 of 1992 and the provisions of this article.¹

§ 204-3. Payment procedure. [Amended 3-20-1995 by Ord. No. 299]

Where, pursuant to Section 508(b)(1)(i) of Act 98 of 1992,² the Municipal Treasurer issues a certificate indicating that there are no delinquent taxes, assessments, penalties or user charges against real property, the insuring agent shall pay the claim of the named insured; provided, however, that if the loss agreed upon by the named insured and the insuring agent equals or

Editor's Notes provide supplementary information for the Code user.

The page-numbering system reflects the chapter number plus the page sequence. This allows the insertion of new chapters without affecting the existing Code organization.

The dateline indicates when the page was printed.

1. Editor's Note: See 40 P.S. § 638.

2. Editor's Note: See 40 P.S. § 638.

204:1

Publication, Nov 2019

Ongoing Code Maintenance

Your Code is always evolving and is an investment you need to protect.

Because your Code will evolve and grow with your community, the codification process is not truly over when your new Code is delivered. In order to maintain your community's trust and reliance on your Code, *General Code* offers supplementation services that will help to keep your Code reliable, accurate and up-to-date. Our supplementation services are designed to make the process easy, fast and accurate. In addition, *General Code* provides a free sample legislation service to municipalities we serve as well as regular legislative alerts to inform local governments of the latest trends in legislation that may affect their communities.

Rapid Delivery

Our average turnaround time for processing routine supplementation is between 4 and 6 weeks.

Materials

After the enactment of new legislation, the City can forward a copy to us by whatever method is most convenient.

Online copies of the legislation can be sent via email to ezsupp@generalcode.com. Upon receipt, we will send you an email confirming that we have received your legislation. Should an alternative method of transmission be required for transferring large files, please contact us and we will provide the necessary information.

General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the City. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.

Posting of New Laws

Between regular Code supplements, *General Code* will temporarily post PDF copies within 1 to 2 business days of receipt of new legislation to your online Code, to provide ready access to information until such time as the legislation can be codified through supplementation. If supplementation does not occur within one year of appending, *General Code* will remove the link to that new legislation.

Schedule

Code supplements will be provided on a schedule designed to meet the needs of Alvarado. Typical schedules may be quarterly, semiannual, or annual, or upon authorization by the City. Updates to the electronic version of the Code can occur on a more frequent schedule than printed supplements if the City prefers.

Editorial Work on Your Supplement

The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. For each supplement we provide project management, recordkeeping, processing, professional review of new legislation, and consult throughout the project. Our goal is to make the information easily accessible without altering in any way the meaning of what was originally adopted. The work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will:

- > Acknowledge receipt of all materials
- > Verify adoption of all legislation, including date of action by governing body
- > Review legislation and distinguish between Code and non-Code material
- > Update record of legislation received and its disposition (Disposition List)
- > Request any missing legislation/missing pages
- > Determine proper placement of legislation within Code
- > Impose or utilize the adopted flexible section numbering system that allows for later changes
- > Create/modify chapter, article and/or section titles
- > Add historical annotations
- > Add any necessary cross references
- > Include editorial notes to sections that require additional explanation
- > Correct any misspellings so that searchability in eCode360 is not compromised
- > Impose a distinctive style for definitions, to aid Code user in quickly finding the meaning of a particular term
- > Maintain legislative integrity by following the original tables and graphics and, where necessary, improving the presentation so that the information contained therein is easily accessible
- > Impose standard internal section organizational hierarchy consistent with the rest of the Code
- > Impose standard style conventions consistent with the rest of the Code, i.e., number citation, capitalization, nonsubstantive grammar and punctuation, internal and statutory reference citation
- > Confirm accuracy of internal references; correct as necessary and appropriate
- > Confirm accuracy of statutory references; correct as necessary and appropriate
- > Read and review for missing wording; internal conflicts
- > Update ancillary Code pieces, such as the Table of Contents and chapter schemes, when necessary
- > Update Code Index
- > Create an Instruction Page so that Code holders can properly update the Code
- > Notify client of any issues and concerns noted and work together to determine appropriate resolution

Printed Supplements

Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include an updated Table of Contents, Disposition List, Index, text pages, and Instruction Page.

Electronic Updates

Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will be incorporated into the Code, and a fully searchable, complete Code will be delivered online.

Delivery

Printed supplements to the Code will be delivered in bulk to Alvarado, unless it chooses to utilize *General Code's* Distribution Services. The website will be updated in one to two business days.





City Council Meeting Management Report

Meeting Date: April 17, 2023

Contact: Laura Cox, CFO

Phone: 817-790-3351, Option #9

AGENDA ITEM:

Consideration and action to approve an agreement for professional subscription services with Fifth Asset, Inc., dba DebtBook, for a 12-month period that would assist with legal compliance for the upcoming FY 2022 financial audit and beyond and provide a repository for debt agreements, leases and amortization tables.

BACKGROUND & FINDINGS:

The Governmental Accounting Standards Board (GASB) adopted new requirements for reporting on leases and subscription-based information technology arrangements. The new GASB Statement No. 87 for Leases is required for the FY 2022 audit, which is scheduled to begin in May 2023. The new GASB Statement No. 96 for Subscription-Based Information Technology Arrangements (SBITAs) is required for the FY 2023 audit. Because of the highly technical nature of the new rules, many cities are using specialized software to assist with identifying what constitutes a lease, calculations and recording key information that must be included in future audits. Our auditors have also recommended the use of professional software to address these new pronouncements.

FINANCIAL IMPACT:

Fifth Asset Inc., dba DebtBook, is a BuyBoard vendor and has provided us the BuyBoard quote of \$12,350 for the first year, which includes White Glove Implementation with the \$2,000 fee waived. The fee is based on the number or the amount of agreements, whichever is greater. The City of Alvarado falls under Tier 2 on DebtBook's 2023 Pricing Tiers.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

Alvarado, TX

Alvarado, TX

104 W. College St
Alvarado, TX 76009
US

Quote created: March 17, 2023

Quote expires: June 15, 2023

Quote created by: Kal Kadah

Regional Sales Director

kal.kadah@debtbook.com

Laura Cox

coxl@cityofalvarado.org

817-790-3351

Comments from Kal Kadah

This Quote is in reference to BuyBoard Contract Number 692-23. BuyBoard pricing calls for an additional 5% discount on the annual subscription fee.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
23 Subscription Fee Tier 2 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	23ST2-1	1	\$13,000.00 / year	\$12,350.00 / year after 5% discount for 1 year
23 White Glove Implementation Fee Tier 2 This covers the cost of our White Glove Implementation process for your organization.	23WGI2-1	1	\$2,000.00	\$0.00 after \$2,000.00 discount for 1 year
			Total	\$12,350.00

2023 Pricing Tiers

The below tiers represent DebtBook's 2023 Pricing Tiers.

TIER	DEBT, LEASE & SBITA AGREEMENTS (# AND \$)	ANNUAL	White Glove Implementation	Guided Implementation
Tier 1	Up to 15 and \$50 million	\$8,000	\$0	\$0
Tier 2	Up to 75 or \$200 million	\$13,000	\$2,000	\$0
Tier 3	Up to 150 or \$1 billion	\$20,000	\$3,000	\$0
Tier 4	Up to 225 or \$2 billion	\$30,000	\$4,000	\$0
Tier 5	Up to 300 or \$5 billion	\$45,000	\$5,000	\$0
Tier 6	Up to 400 or \$7 billion	\$60,000	\$6,000	\$0
Tier 7	Up to 600 or \$8.5 billion	\$70,000	\$8,000	\$0
Tier 8	Up to 800 or \$10 billion	\$80,000	\$10,000	\$0

Questions? Contact me



Kal Kadah
Regional Sales Director
kal.kadah@debtbook.com

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide Alvarado, TX (“**Customer**”) with the Services subject to the terms established in this Order Form, including DebtBook’s Price Quote attached as **Exhibit A** and incorporated herein by this reference (the “**DebtBook Quote**”). This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions, which have been provided to Customer (the “**Terms & Conditions**”), and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Form Details	
Effective Date: 4/1/2023	Billing Frequency: Annually
Initial Term End Date: 3/31/2024	Payment Terms: Net 30
Initial Pricing Tier: 1	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer’s Application Obligations during the Initial Term.

Implementation Services. At Customer’s request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an “**Implementation Period**”). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer’s Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer’s Application Obligations implemented causes Customer’s applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer’s billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

ALVARADO, TEXAS

By: _____
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

Notice Address

104 W. College St
Alvarado, TX 76009
Attention: Laura Cox
cox1@cityofalvarado.org

Billing Contact

104 W. College St
Alvarado, TX 76009
Attention: Laura Cox
cox1@cityofalvarado.org

Exhibit A
DebtBook Quote

[See attached.]

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, Customer's debt, lease, and other financial obligations relevant to the Application Services.

“**Application Services**” means DebtBook's debt, lease, and financial obligation management and compliance software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Services" means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

"Incorporated Documents" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

"Initial Term" means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

"Order Form" means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

"Pricing Tier" means the Customer's applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

"Privacy Policy" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"Renewal Term" means any renewal term established in accordance with the terms of the Agreement.

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"SLA" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"Support Services" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"Usage Policy" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance

of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED “AS IS,” AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook’s network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (collectively, “**Losses**”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party’s US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook’s sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook’s indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer’s use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER’S SOLE REMEDIES AND DEBTBOOK’S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK’S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook’s option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party’s intellectual property rights and any Third-Party

Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. **Limitations of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. **Term and Termination.**

(a) **Term.** Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) **Termination.** In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) **Survival.** Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. **Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.



City Council Meeting Management Report

Meeting Date: April 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Nominations and actions appointing members to the Comprehensive Plan Advisory Committee (CPAC).

BACKGROUND & FINDINGS:

On January 23, 2023, the Alvarado City Council were presented with the need for a mid-level update to the Comprehensive Plan adopted in June of 2017. Appointment of members to CPAC is one of the first steps in the update process.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

None.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None.



City Council Meeting Management Report

Meeting Date: April 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action approving an ordinance of the City of Alvarado, Texas, amending the subdivision regulations of the City, Chapter 34 of the Code of Ordinances, by amending general requirements and design standards pertaining to alleys.

BACKGROUND & FINDINGS:

The purpose of the Alvarado subdivision ordinance is to provide for the orderly, safe, and healthful development of the area within the City and within the area surrounding the City and to promote the health, safety, morals, and general welfare of the community by securing adequate provision for traffic, light, air, recreation, transportation, water, drainage, sewage, and other facilities. From time to time the subdivision ordinance must be amended to achieve this purpose. The attached ordinance amendment is intended to modernize the general requirements and design standards for alleys for the purposes of the Alvarado subdivision regulations. The changes to the subdivision regulations of the attached ordinance is limited to the changes in the attached *Redlined Changes to Subdivision Regulations*.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends City Council approve the attached ordinance amending the subdivision regulations of the City, Chapter 34 of the Code of Ordinances.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Redlined Changes to Subdivision Regulations
Draft Ordinance Amending Subdivision Regulations

Redlined Changes to Subdivision Regulations

Chapter 34 - SUBDIVISIONS

ARTICLE VI. - GENERAL REQUIREMENTS AND DESIGN STANDARDS

Sec. 34-164. - Streets.

(v) *Alleys in residential districts.* ~~Residential alleys shall not be required, except to connect to a subdivision with existing alleys for the purpose of providing continuity.~~ Alleys are optional for all attached and detached single-family residential and duplex (two-family residential) lots that are equal to or greater than fifty (50) feet in width at the front building line. Alleys are required for all attached and detached single-family residential and duplex (two-family residential) lots that are less than fifty (50) feet in width at the front building line. If alleys are constructed or required, the following standards shall be met:

(1) In residential districts, alleys shall be parallel, or approximately parallel, to the frontage of the street. Alleys in residential districts shall provide a minimum of 20 feet of right-of-way and 15 feet of pavement;

(2) Alleys shall be paved in accordance with the design standards for the city at the time of subdivision construction;

(3) Where the deflection of alley alignment occurs, the design of the paving and property line shall be as established by the design standards for the city.

(4) Dead-end alleys shall be avoided where possible, but if unavoidable, shall be provided with adequate turnaround facilities at the dead end as approved by the city.

(5) Alleys may not exceed a maximum length of 800 feet unless otherwise approved by the planning and zoning commission and the city council.

(6) No garbage or trash shall be deposited or collected in the alleyways.

~~(7) No driveway shall access a street when an alley is available unless specifically allowed in writing by the City Engineer.~~

ORDINANCE NO. 2023-0009

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING CHAPTER 34, "SUBDIVISIONS", ARTICLE VI, "GENERAL REQUIREMENTS AND DESIGN STANDARDS", SECTION 34-164, "STREETS", OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS BY UPDATING THE GENERAL REQUIREMENTS AND DESIGN STANDARDS PERTAINING TO ALLEYS IN THE CITY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY 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 the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has previously adopted a Subdivision Ordinance for the purpose of promoting health, safety, and general welfare of the citizens of the City of Alvarado and the area within one-half mile of the corporate limits of the City of Alvarado to lessen congestion in proposed streets, to provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provision of water, sewage, and other utilities, parks; and

WHEREAS, the City Council finds it appropriate to amend the subdivision regulations to adopt certain amendments to the general requirements and design standards pertaining to alleys in the City; and

WHEREAS, in accordance with Section 212.002 of the Texas Local Government Code the City Council of the City of Alvarado, Texas held a public hearing on April 17, 2023, with respect to the proposed amendments described herein; and

WHEREAS, the City has complied with all requirements of Chapter 212 of the Local Government Code, City ordinances, and all other laws dealing with notice, publication, and procedural requirements for approval of a subdivision amendment; and

WHEREAS, the City Council finds that the amendments as outlined herein are in the best interest of the City of Alvarado and will promote the health, safety, and general welfare of the citizens of the City of Alvarado and the general public.

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

SECTION 1

Subsection (v), “Alleys in residential districts,” of Section 34-164, “Streets,” of Article IV, “General Requirements and Design Standards,” of Chapter 34, “Subdivisions,” of the Code of Ordinances, City of Alvarado, Texas, is hereby amended to read as follows:

- (v) *Alleys in residential districts.* Alleys are optional for all attached and detached single-family residential and duplex (two-family residential) lots that are equal to or greater than fifty (50) feet in width at the front building line. Alleys are required for all attached and detached single-family residential and duplex (two-family residential) lots that are less than fifty (50) feet in width at the front building line. If alleys are constructed or required, the following standards shall be met:
- (1) In residential districts, alleys shall be parallel, or approximately parallel, to the frontage of the street. Alleys in residential districts shall provide a minimum of 20 feet of right-of-way and 15 feet of pavement.
 - (2) Alleys shall be paved in accordance with the design standards for the city at the time of subdivision construction.
 - (3) Where the deflection of alley alignment occurs, the design of the paving and property line shall be as established by the design standards for the City.
 - (4) Dead-end alleys shall be avoided where possible, but if unavoidable, shall be provided with adequate turnaround facilities at the dead end as approved by the City.
 - (5) Alleys may not exceed a maximum length of 800 feet unless otherwise approved by the Planning and Zoning Commission and the City Council.
 - (6) No garbage or trash shall be deposited or collected in the alleyways.
 - (7) No driveway shall access a street when an alley is available unless specifically allowed in writing by the City Engineer.

***”

SECTION 2.

This ordinance shall be cumulative of all other ordinances of the City of Alvarado, Texas, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause

sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and 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 4.

All rights or remedies of the City of Alvarado, Texas are expressly saved as to any and all violations of any ordinance affecting subdivisions or design standards that 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, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council of the City of Alvarado shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 9-67 of the Code of Ordinances, City of Alvarado, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 6.

The City Secretary of the City of Alvarado is hereby directed to publish in the official newspaper of the City of Alvarado, the caption and the penalty clause of this ordinance in accordance with Section 52.011 of the Local Government Code.

SECTION 7.

This ordinance shall be in full force and effect from and after its passage as required by law,

AND IT IS SO ORDAINED.

PASSED AND APPROVED ON this the 17th day of April, 2023.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary



City Council Meeting Management Report

Meeting Date: April 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action approving an ordinance of the City of Alvarado, Texas, amending the Flood Hazard Reduction Ordinance of the City, Chapter 18 of the Code of Ordinances, by expanding the duties and responsibilities of the floodplain administrator, and by amending floodplain development permit procedures and standards.

BACKGROUND & FINDINGS:

The purposes of the Alvarado Flood Hazard Reduction ordinance include promoting the health, safety, and general welfare of the citizens of the City and the area within one mile of the corporate limits of the City, to minimize need for rescue and relief efforts associated with flooding, to minimize prolonged business interruptions, to minimize damage to public facilities and utilities, to help maintain stable tax base, and to insure that potential buyers are notified that property is in a flood area.

The attached ordinance amendment is intended to enhance floodplain regulations to the current standard adopted by Johnson County. The most impactful change is the creation of a minimum freeboard of three (3) feet. Freeboard is an additional amount of height above the Base Flood Elevation used as a factor of safety in determining the level at which a structure's lowest floor must be elevated or floodproofed. Requiring three feet of freeboard is significant since the Johnson County regulations and the proposed Alvarado regulations allow new developments to result in increases to the base flood elevation up to one foot.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends City Council approve the attached ordinance amending the Flood Hazard Reduction ordinance of the City, in Chapter 18 of the Code of Ordinances.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Chapter 18 Flood Hazard Reduction Ordinance with Redlined Changes Proposed to City Attorney
Draft Ordinance Amending Flood Hazard Reduction Ordinance Revised by City Attorney

Chapter 18 FLOOD HAZARD REDUCTION¹

ARTICLE I. IN GENERAL

Sec. 18-1. Findings of fact.

- (a) The flood hazard areas of the city are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
- (b) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

(Code 2008, § 151.01; Ord. No. 2012-025, 9-17-2012)

Sec. 18-2. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
- (7) Insure that potential buyers are notified that property is in a flood area.

(Code 2008, § 151.02; Ord. No. 2012-025, 9-17-2012)

¹State law reference(s)—Soil and water conservation, V.T.C.A., Agriculture Code ch. 201; emergency management, V.T.C.A., Government Code ch. 418; city-county water control, V.T.C.A., Local Government Code §§ 411.002, 411.003; Flood Control and Insurance Act, V.T.C.A., Water Code § 16.311 et seq.; local rules, V.T.C.A., Water Code § 16.318.

Sec. 18-3. Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities, which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging and other development, which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

(Code 2008, § 151.03; Ord. No. 2012-025, 9-17-2012)

Sec. 18-4. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure

Area of future conditions flood hazard means the land area that would be inundated by the one-percent-annual chance (100-year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBm). After detailed rate-making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means the elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a one percent chance of equaling or exceeding that level in any given year — also called the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

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Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a non-basement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood hazard boundary map (FHBM) means an official map of a community, issued by the administrator, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as zones A, M, and/or E.

Flood insurance rate map (FIRM) means an official map of a community, on which the federal emergency management agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS). See *flood elevation study*.

Floodplain or flood-prone area means any land area susceptible to being inundated by water from any source (see definition of flooding).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control

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ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Flood proofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. See *regulatory floodway*.

Functionally dependent use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
- (4) Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior or;
 - b. Directly by the Secretary of the Interior in states without approved programs.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of section 60.3 of the national flood insurance program regulations.

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Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the national flood insurance program, the national geodetic vertical datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area. See *area of special flood hazard*.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This term includes structures, which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see section 60.6 of the national flood insurance program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the national geodetic vertical datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Code 2008, § 151.04; Ord. No. 2012-025, 9-17-2012)

Sec. 18-5. Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazard with the jurisdiction of the city.

(Code 2008, § 151.10; Ord. No. 2012-025, 9-17-2012)

Sec. 18-6. Basis for establishing areas of special flood hazard.

The areas of special flood hazard identified by the federal emergency management agency in the flood insurance rate map (FIRM) or flood hazard boundary map (FHBM), Community Number, 480397, dated December 4, 2012, and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.

(Code 2008, § 151.11; Ord. No. 2012-025, 9-17-2012)

Sec. 18-7. Establishment of development permit.

A floodplain development permit shall be required to ensure conformance with the provisions of this chapter.

(Code 2008, § 151.12; Ord. No. 2012-025, 9-17-2012)

Sec. 18-8. Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

(Code 2008, § 151.13; Ord. No. 2012-025, 9-17-2012)

Sec. 18-9. Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Code 2008, § 151.14; Ord. No. 2012-025, 9-17-2012)

Sec. 18-10. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Code 2008, § 151.15; Ord. No. 2012-025, 9-17-2012)

Sec. 18-11. Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Code 2008, § 151.16; Ord. No. 2012-025, 9-17-2012)

Sec. 18-12. Areas designated as 100-year floodplain.

- (a) *100-year flood defined.* For the purposes of this section a 100-year floodplain shall be defined as the area adjoining a river, stream, or watercourse covered by water having a one percent chance of being equaled or exceeded in magnitude in any given year.
- (b) *Restrictions.* Notwithstanding anything contained in this chapter to the contrary, no water or sewer service shall be provided to any structures permitted to be located, if any, within the 100-year floodplain.

(Code 2008, § 151.17; Ord. No. 2003-034, 9-15-2003)

Secs. 18-13—18-42. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 18-43. Designation of the floodplain administrator.

The city manager is hereby appointed the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (emergency management and assistance — national flood insurance program regulations) pertaining to floodplain management.

(Code 2008, § 151.20; Ord. No. 2012-025, 9-17-2012)

Sec. 18-44. Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
- (2) Review permit application to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this chapter.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation.
- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the federal emergency management agency.
- (7) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with section 18-6, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of section 18-66—18-68.
- (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the

community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first applies for a conditional firm revision through FEMA and completes all of the provisions required by Section 65.12.

- (11) The floodplain administrator shall appoint a qualified person to review all permit applications and approve any such permits in the absence of the administrator.
- (12) Review subdivision proposals and other proposed new development, including manufactured home parks and subdivisions, to determine whether such proposals will be reasonably safe from flooding.
- (13) Require within flood hazard areas that new and replacement water supply and sanitary sewerage systems be designed to minimize or eliminate infiltration of flood waters into the systems, and that discharges from the systems into flood waters and onsite waste disposal systems be located to avoid impairment to them or contamination from them during flooding.
- (14) Require proposed developments to obtain a LOMA when appropriate.
- (15) Require proposed developments to obtain a conditional letter of map revision (CLOMR) when appropriate prior to any construction. After such construction a formal LOMR shall be required.

(Code 2008, § 151.21; Ord. No. 2012-025, 9-17-2012, Ord. No. 2023-0010, 4-17-2023)

Sec. 18-45. Permit procedures.

- (a) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - (1) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (2) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (3) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 18-67(2);
 - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 - (5) Maintain a record of all such information in accordance with section 18-44(1).
- (b) A floodplain development permit will be issued when the floodplain administrator determines that the development will be made on land that is located entirely outside the mapped 1% floodplain or 100-year regulatory floodplain and that all other necessary reviews and approvals required by City regulations have been obtained. Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:
 - (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;

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- (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (8) The necessity to the facility of a waterfront location, where applicable;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(10) The relationship of the proposed use to the current comprehensive plan for that area.

(c) In a Shaded X Zone it must be determined that the ground level is above the base flood level before a floodplain development permit may be issued. The floodplain administrator may rely on data in his possession to make such a determination or require the submittal of topographical information by the applicant.

(d) Additionally, the following information is required for structures located in the Special Flood Hazard Areas or within 100 feet of a Special Flood Hazard Area for a floodplain development permit:

a) Detailed drawings for the proposed development. Drawings must clearly indicate that all provisions of these regulations will be met. On developments other than residential accessory buildings less than 150 square feet or other insignificant developments (carports, well houses, gazebos, etc.) drawings must be sealed by a licensed professional engineer or registered architect certifying that all provisions of these regulations will be met if the development is completed in accordance with the sealed drawings.

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b) A detailed topographic survey of the property to be developed. This requirement may be waived for fences or other insignificant types of development.

c) In cases where a determination must be made as to whether the construction is substantial improvement, additional information may need to be submitted as outlined in these Regulations.

d) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;

e) Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed;

f) A certificate from a licensed professional engineer or architect that the nonresidential flood proofed structure shall meet the flood proofing criteria of these Regulations;

g) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development h) The top of the lowest floor must be elevated to three (3) feet or more above the base flood elevation.

i) A Form Board Survey with elevations correlated to the NA VD88 vertical datum signed by a Registered Professional Land Surveyor (R.P.L.S.) will be required before framing begins. Approval must be given by the County to begin framing if the survey meets all requirements.

j) A completed FEMA Elevation Certificate with the necessary base flood elevations, as-built lowest finished floor elevation, lowest adjacent grade, along with any hydrological and hydraulic data utilized to calculate

the base flood elevations must be submitted when the structure is completed. All elevations shall be correlated to the NAVD88 vertical datum.

k) All structures will be constructed and anchored to prevent flotation, collapse or lateral movement of the structure resulting from the hydrodynamic and hydrostatic loads, including the effect of buoyancy.

l) Construction shall use methods that will minimize flood damage and construction materials and utility equipment that are resistant to flood damage. FEMA Technical Bulletins will serve as the guideline for this requirement.

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m) Unless dry-proofed, enclosed areas below the base flood elevation must be equipped with flood openings or vents capable of equalizing water levels and hydrostatic loads. Covers for these openings must not interfere with the equalization of water levels in the event of a flood and should minimize potential blockage by debris. FEMA Technical Bulletin 1 or subsequent revisions shall serve as the guideline for this requirement. A licensed architect or licensed professional engineer shall certify the flood openings if there is any variance from the guidelines stated in Technical Bulletin 1.

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n) Thermal insulation used below the base flood elevation shall be of a type that does not absorb water.

o) Water heaters, furnaces, air conditioning systems, electrical distribution panels and any other mechanical or electrical equipment must be elevated at least **three (3) feet** above the base flood elevation. Separate electrical circuits shall serve any level below the base flood elevation and shall be dropped from above.

p) All air ducts, loose pipes, propane tanks and storage tanks located at or below the base flood level shall be firmly anchored to prevent flotation. Tanks and ducts shall be vented to at least **three (3) feet** above the base flood elevation.

q) Levees may not be used to reclaim a property from any floodplain.

r) Construction of critical facilities shall be to the extent possible, located outside the limits of the 0.2% floodplain or 500-year floodplain (Shaded Zone X) and any -"A" Zone. Construction of new critical facilities shall be permissible within the base floodplain if no feasible alternative site is available.

i. Construction of critical facilities on land located below the base flood elevation in the 0.2% (500-year) floodplain or within the base floodplain shall have the lowest floor elevated to at least **three (3) feet** or more above the base flood elevation of the site.

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ii. Flood proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. A licensed architect or licensed professional engineer shall certify all necessary flood proofing and sealing measures have been taken so that toxic substances will not be displaced by or released into floodwaters.

iii. Access routes elevated to or above the level of the base flood shall be provided to all critical facilities to the extent possible.

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s) If the Floodplain Administrator determines that the development is within any -"X" Zone and all other necessary reviews and approvals have been issued, he may issue a Development Permit.

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t) If a CLOMA or a CLOMR has been issued which will place the development in a -"X" Zone and all other necessary reviews and approvals have been issued, he may issue a Development Permit Elevation Certificates reflecting "as-built" conditions must be submitted to verify the development is above the required elevation.

u) Any reduction in floodplain storage or conveyance capacity must be offset with a hydraulically equivalent (one-to-one) volume of mitigation sufficient to offset the reduction. The reduction may result from development or the placement of fill within the floodplain. Such mitigation shall be within the same watershed and shall be provided on the same property or within the same hydrologic sub-watershed or at an alternate site meeting the approval of the Floodplain Administrator. A full hydrological and hydraulic analysis must be submitted to support a request for mitigation outside the boundaries of the property being developed.

v) The Floodplain Administrator shall review the proposed construction or development to assure that all reviews or approvals required by other County Regulations are obtained.

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(e) The floodplain administrator may require the submission of additional information, drawings, specifications or documents if he is unable to determine whether a permit should be issued from the information submitted.

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(f) Developments may require permits from other local, State and Federal agencies. The applicant is responsible for compliance with all applicable regulations and permit requirements.

(g) Where a conditional letter of map change has been obtained from the FEMA for property which has been elevated by the use of fill above the elevation of the base flood, inspections and Elevation Certificates will be required. Where engineered fill is utilized, a certificate shall be provided that is signed by the qualified design professional in responsible charge of designing the development. The certificate form to be used is found in Figure 1 of FEMA's Technical Bulletin 10-01. All supporting documents, tests and reports in which the design professional utilized in making the determination of the base flood elevation, and the determination that the development will be reasonably safe from flooding, must accompany said certificate.

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(Code 2008, § 151.22; Ord. No. 2012-025, 9-17-2012, Ord. No. 2023-0010, 4-17-2023)

Sec. 18-46. Variance procedures.

- (a) The appeal board, as established by the community, shall hear and render judgment on requests for variances from the requirements of this chapter.
- (b) The appeal board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
- (c) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the federal emergency management agency upon request.

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- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.
 - (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half-acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 18-45(b) have been fully considered. As the lot size increases beyond the one-half-acre, the technical justification required for issuing the variance increases.
 - (g) Upon consideration of the factors noted above and the intent of this chapter, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter (section 18-2).
 - (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
 - (i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - (j) Prerequisites for granting variances:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon:
 - a. Showing a good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant, and
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
 - (k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
 - (1) The criteria outlined in subsections (a)—(i) are met, and
 - (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Code 2008, § 151.23; Ord. No. 2012-025, 9-17-2012)

Secs. 18-47—18-65. Reserved.

ARTICLE III. FLOOD HAZARD REDUCTION STANDARDS

Sec. 18-66. General standards.

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and,
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Code 2008, § 151.30; Ord. No. 2012-025, 9-17-2012)

Sec. 18-67. Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in:

- (1) Section 18-6,
- (2) Section 18-44(8), or
- (3) Section 18-68(c), the following provisions are required:
 - a. *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated ~~to or~~ **three (3) feet or more** above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 18-45(a)(1), is satisfied.
 - b. *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated ~~to or~~ **three (3) feet or more** above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in

this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

- c. *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

1. A minimum of two openings on separate walls having a total net area of not less than one-square-inch for every square foot of enclosed area subject to flooding shall be provided.
2. The bottom of all openings shall be no higher than one-foot above grade.
3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

- d. *Manufactured Homes.*

1. Require that all manufactured homes to be placed within zone A on a community's FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
2. Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites:
 - i. Outside of a manufactured home park or subdivision,
 - ii. In a new manufactured home park or subdivision,
 - iii. In an expansion to an existing manufactured home park or subdivision, or
 - iv. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated ~~to or~~ three (3) feet or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection d. be elevated so that either:
 - i. The lowest floor of the manufactured home is ~~at or~~ three (3) feet or more above the base flood elevation, or
 - ii. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

e. Recreational Vehicles - Require that recreational vehicles placed on sites within Zones AI-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of section 18-45(a), and the elevation and anchoring requirements for "manufactured homes" in section 18-67(3)(d). A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

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(Code 2008, § 151.31; Ord. No. 2012-025, 9-17-2012, Ord. No. 2023-0010, 4-17-2023)

Sec. 18-68. Standards for subdivision proposals.

- (a) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with section 18-1—18-3.
- (b) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements of section 18-7; section 18-45; and the provisions of sections 18-66—18-68.
- (c) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than 50 lots or five acres, whichever is lesser, if not otherwise provided pursuant to section 18-6 or section 18-44(8).
- (d) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- (f) Base flood evaluation data, with the establishment of a floodway, shall be generated by a detailed engineering study for all Zone A areas within 100 feet of the contour lines of Zone A areas, and other streams not mapped by FEMA, as indicated on the community's FIRM.
- (g) The subdivision must be planned to provide adequate drainage, so as to reduce flood hazards.
- (h) The following conditions must be met if the proposed development for which a Development Permit is sought is an expansion of a structure, as the term defined by these regulations, located in any - "A" Zone but not within a floodway.
 - (1) The expansion must be constructed of materials resistant to water damage below the base flood elevation and the expansion must be designed to 27 minimize flood damage in accordance with the FEMA approved flood-resistant materials list (Technical Bulletin 2-93).
- (i) Notwithstanding any other provision of these Regulations, no permit will be issued if the Floodplain Administrator determines that the development will increase flood hazards.
- (j) The following conditions must be met if the proposed development for which a Development Permit is sought includes a water or sanitary sewer system:
 - (1) The proposed system must be designed and constructed to minimize or eliminate infiltration of flood water into the system and to eliminate discharge of untreated waste from the system into the flood waters.
 - (2) All joints must be water tight.

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(3) On-Site sewage disposal systems, if they meet Environmental Health Regulations, are allowed.

(4) Individual water wells or wastewater disposal systems must be located to avoid impairment to them or contamination from them during flooding.

(Code 2008, § 151.32; Ord. No. 2012-025, 9-17-2012, Ord. No. 2023-0010, 4-17-2023)

Sec. 18-69. Wetland protection.

(a) For the purposes of this section, the term "wetland" shall be defined as those areas designated by the city council that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated conditions.

(b) No water or sewer services shall be provided to any structures located within designated wetland areas.

(Code 2008, § 151.40; Ord. No. 2003-040, 9-15-2003)

Sec. 18-70. Non-Conversion of Permitted Property.

(1) A structure that is designed to have a level below the base flood elevation that is not designed and permitted for living quarters shall not be converted to contain living quarters on such lower level unless a specific permit is obtained authorizing such conversion in accordance with this Flood Damage Prevention Order.

(2) As a prerequisite for a permit to be granted to construct a structure that might have a level below the base flood elevation that is not for living quarters the property owner must execute an acknowledgement of the following conditions and must adhere to the following conditions:

(a) That the enclosed area below the base flood elevation shall be used solely for parking of vehicles, limited storage, or access to the building and will never be used for human habitation without first becoming fully compliant with the Flood damage prevention order in effect at the time of the beginning of the construction of the conversion.

(b) That all interior walls, ceilings, and floors below the Base Flood Elevation shall be unfinished or constructed of flood resistant materials.

(c) That mechanical, electrical, or plumbing devices shall not be installed below the Base Flood Elevation.

(d) The walls of the enclosed areas below the Base Flood Elevation shall be equipped with at least two vents which permit the automatic entry and exit of floodwater with total openings of at least one square inch for every square foot of enclosed area below flood level. The vents shall be on at least two different walls and the bottoms of the vents shall be no more than one foot above grade.

(e) That any variation in construction beyond what is permitted shall constitute a violation of this Flood Damage Prevention Order.

(f) That the Non-conversion Acknowledgement becomes part of the permit for construction on the described property described by the applicable permit.

(g) THAT THE ACKNOWLEDGEMENT IS A GOVERNMENT DOCUMENT AS DESCRIBED BY TEXAS PENAL CODE SECTION 37.10 AND IS MATERIAL TO THE GRANTING OF A PERMIT TO THE ABOVE-NAMED PERSON FOR CONSTRUCTION OR DEVELOPMENT ON THE ABOVE IDENTIFIED PROPERTY.

(h) The acknowledgement shall be filed in the deed records of Johnson County, Texas in the form of an Affidavit to the Public.

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(Supp. No. 8)

Sec. 18-71. Standards for Areas of Shallow Flooding (AO/AH Zones).

Located within the areas of special flood hazard established in section 18-6, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to a minimum of three (3) feet above the base flood elevation or the highest adjacent grade at

least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).

(2) All new construction and substantial improvements of non-residential structures;

(a) have the lowest floor (including basement) elevated to a minimum of three (3) feet above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or

(b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of these regulations are satisfied.

(4) Within Zones AH or AO adequate drainage paths are required around structures on slopes, to guide flood waters around and away from proposed structures.

Sec. 18-72. Floodways.

Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

(Ord. No. 2023-0010, 4-17-2023)

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ORDINANCE NO. 2023-0010

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING THE ALVARADO FLOOD HAZARD REDUCTION ORDINANCE, CHAPTER 18 OF THE CODE OF ORDINANCES, BY EXPANDING THE DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR; AND BY AMENDING PERMIT PROCEDURES AND STANDARDS; 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 (“City”) 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, pursuant to the Flood Insurance Act, Texas Water Code, Section 16.315, the City has previously adopted a Flood Hazard Reduction Ordinance for the purpose of promoting the health, safety, and general welfare of the citizens of the City, and the area within one mile of the corporate limits of the City, to minimize need for rescue and relief efforts associated with flooding; to minimize prolonged business interruptions; to minimize damage to public facilities and utilities; to help maintain a stable tax base; and to insure that potential buyers are notified that property is in a flood area; and

WHEREAS, the City desires to amend provisions of the Flood Hazard Reduction Ordinance within Chapter 18 of the Code of Ordinances to be consistent with the that adopted by Johnson County, Texas; and

WHEREAS, the City Council of the City of Alvarado has determined that it is in the best interest of the citizens of the City of Alvarado to update the Flood Hazard Reduction Ordinance; and has determined that this will promote the health, safety and general welfare of the citizens of the City of Alvarado and the general public; and

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

SECTION 1.

Chapter 18, “Flood Hazard Reduction,” Article II, “Administration,” Sec. 18-44, “Duties and responsibilities of the floodplain administrator,” Sec. 18-45, “Permit Procedures,” Sec. 18-67, “Specific standards,” Article III, “Flood Hazard Reduction Standards,” Sec. 18-68, “Standards for subdivision proposals,” Sec. 18-70, “Non-Conversion of Permitted Property,” Sec. 18-71, “Standards for Areas of Shallow Flooding (AO/AH Zones),” and Sec. 18-72, “Floodways,” are hereby amended as follows:

“Sec. 18-44. – Duties and responsibilities of the floodplain administrator.

(9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the community first applies for a conditional firm revision through FEMA and completes all of the provisions required by Section 65.12.

(11) The floodplain administrator shall appoint a qualified person to review all permit applications and approve any such permits in the absence of the administrator.

(12) Review subdivision proposals and other proposed new development, including manufactured home parks and subdivisions, to determine whether such proposals will be reasonably safe from flooding.

(13) Require within flood hazard areas that new and replacement water supply and sanitary sewerage systems be designed to minimize or eliminate infiltration of flood waters into the systems, and that discharges from the systems into flood waters and onsite waste disposal systems be located to avoid impairment to them or contamination from them during flooding.

(14) Require proposed developments to obtain a LOMA when appropriate.

(15) Require proposed developments to obtain a conditional letter of map revision (CLOMR) when appropriate prior to any construction. After such construction a formal LOMR shall be required.

Sec. 18-45. – Permit procedures.

(b) A floodplain development permit will be issued when the floodplain administrator determines that the development will be made on land that is located entirely outside the mapped 1% floodplain or 100-year regulatory floodplain and that all other necessary reviews and approvals required by City regulations have been obtained. Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:

(10) The relationship of the proposed use to the current comprehensive plan for that area.

(c) In a Shaded X Zone it must be determined that the ground level is above the base flood level before a floodplain development permit may be issued. The floodplain administrator may rely on data in his possession to make such a determination or require the submittal of topographical information by the applicant.

(d) Additionally, the following information is required for structures located in the Special Flood Hazard Areas or within 100 feet of a Special Flood Hazard Area for a floodplain development permit:

a) Detailed drawings for the proposed development. Drawings must clearly indicate that all provisions of these regulations will be met. On developments other than residential accessory buildings less than 150 square feet or other insignificant developments (carports, well houses, gazebos, etc.) drawings must be sealed by a licensed professional engineer or registered architect certifying that all provisions of these regulations will be met if the development is completed in accordance with the sealed drawings.

b) A detailed topographic survey of the property to be developed. This requirement may be waived for fences or other insignificant types of development.

c) In cases where a determination must be made as to whether the construction is substantial improvement, additional information may need to be submitted as outlined in these Regulations.

d) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures.

e) Elevation in relation to mean sea level to which any nonresidential structure shall be flood proofed.

f) A certificate from a licensed professional engineer or architect that the nonresidential flood proofed structure shall meet the flood proofing criteria of these Regulations.

g) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.

h) The top of the lowest floor must be elevated to three (3) feet or more above the base flood elevation.

i) A Form Board Survey with elevations correlated to the NA VD88 vertical datum signed by a Registered Professional Land Surveyor (R.P.L.S.) will be required before framing begins. Approval must be given by the County to begin framing if the survey meets all requirements.

j) A completed FEMA Elevation Certificate with the necessary base flood elevations, as-built

lowest finished floor elevation, lowest adjacent grade, along with any hydrological and hydraulic data utilized to calculate the base flood elevations must be submitted when the structure is completed. All elevations shall be correlated to the NAVD88 vertical datum.

k) All structures will be constructed and anchored to prevent flotation, collapse or lateral movement of the structure resulting from the hydrodynamic and hydrostatic loads, including the effect of buoyancy.

l) Construction shall use methods that will minimize flood damage and construction materials and utility equipment that are resistant to flood damage. FEMA Technical Bulletins will serve as the guideline for this requirement.

m) Unless dry-proofed, enclosed areas below the base flood elevation must be equipped with flood openings or vents capable of equalizing water levels and hydrostatic loads. Covers for these openings must not interfere with the equalization of water levels in the event of a flood and should minimize potential blockage by debris. FEMA Technical Bulletin 1 or subsequent revisions shall serve as the guideline for this requirement. A licensed architect or licensed professional engineer shall certify the flood openings if there is any variance from the guidelines stated in Technical Bulletin 1.

n) Thermal insulation used below the base flood elevation shall be of a type that does not absorb water.

o) Water heaters, furnaces, air conditioning systems, electrical distribution panels and any other mechanical or electrical equipment must be elevated at least **three (3) feet** above the base flood elevation. Separate electrical circuits shall serve any level below the base flood elevation and shall be dropped from above.

p) All air ducts, loose pipes, propane tanks and storage tanks located at or below the base flood level shall be firmly anchored to prevent flotation. Tanks and ducts shall be vented to at least **three (3) feet** above the base flood elevation.

q) Levees may not be used to reclaim a property from any floodplain.

r) Construction of critical facilities shall be to the extent possible, located outside the limits of the 0.2% floodplain or 500-year floodplain (Shaded Zone X) and any "A" Zone. Construction of new critical facilities shall be permissible within the base floodplain if no feasible alternative site is available.

i. Construction of critical facilities on land located below the base flood elevation in the 0.2% (500-year) floodplain or within the base floodplain shall have the lowest floor elevated to at least **three (3) feet** or more above the base flood elevation of the site.

ii. Flood proofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. A licensed architect or licensed professional engineer shall certify all necessary flood proofing and sealing measures

have been taken so that toxic substances will not be displaced by or released into floodwaters.

iii. Access routes elevated to or above the level of the base flood shall be provided to all critical facilities to the extent possible.

s) If the Floodplain Administrator determines that the development is within any -"X" Zone and all other necessary reviews and approvals have been issued, he may issue a Development Permit.

t) If a CLOMA or a CLOMR has been issued which will place the development in a -"X" Zone and all other necessary reviews and approvals have been issued, he may issue a Development Permit. Elevation Certificates reflecting "as-built" conditions must be submitted to verify the development is above the required elevation.

u) Any reduction in floodplain storage or conveyance capacity must be offset with a hydraulically equivalent (one-to-one) volume of mitigation sufficient to offset the reduction. The reduction may result from development or the placement of fill within the floodplain. Such mitigation shall be within the same watershed and shall be provided on the same property or within the same hydrologic sub-watershed or at an alternate site meeting the approval of the Floodplain Administrator. A full hydrological and hydraulic analysis must be submitted to support a request for mitigation outside the boundaries of the property being developed.

v) The Floodplain Administrator shall review the proposed construction or development to assure that all reviews or approvals required by other County Regulations are obtained.

(e) The floodplain administrator may require the submission of additional information, drawings, specifications or documents if he is unable to determine whether a permit should be issued from the information submitted.

(f) Developments may require permits from other local, State and Federal agencies. The applicant is responsible for compliance with all applicable regulations and permit requirements.

(g) Where a conditional letter of map change has been obtained from the FEMA for property which has been elevated by the use of fill above the elevation of the base flood, inspections and Elevation Certificates will be required. Where engineered fill is utilized, a certificate shall be provided that is signed by the qualified design professional in responsible charge of designing the development. The certificate form to be used is found in Figure 1 of FEMA's Technical Bulletin 10-01. All supporting documents, tests and reports in which the design professional utilized in making the determination of the base flood elevation, and the determination that the development will be reasonably safe from flooding, must accompany said certificate.

Sec. 18-67. Specific Standards.

(3) Section 18-68(c), the following provisions are required:

- a. *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated three (3) feet or more above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in section 18-45(a)(1), is satisfied.
- b. *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated three (3) feet or more above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

d. *Manufactured Homes.*

2. Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites:

- iv. In an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated three (3) feet or more above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
3. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of subsection d. be elevated so that either:
 - i. The lowest floor of the manufactured home is three (3) feet or more above the base flood elevation, or

- e. Recreational Vehicles - Require that recreational vehicles placed on sites within Zones AI-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than 180 consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of section 18-45(a), and the elevation and anchoring requirements for "manufactured homes" in section 18-67(3)(d). A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

Sec. 18-68. - Standards for subdivision proposals.

(f) Base flood evaluation data, with the establishment of a floodway, shall be generated by a detailed engineering study for all Zone A areas within 100 feet of the contour lines of Zone A areas, and other streams not mapped by FEMA, as indicated on the community's FIRM.

(g) The subdivision must be planned to provide adequate drainage, so as to reduce flood hazards.

(h) The following conditions must be met if the proposed development for which a Development Permit is sought is an expansion of a structure, as the term defined by these regulations, located in any - "A" Zone but not within a floodway.

(1) The expansion must be constructed of materials resistant to water damage below the base flood elevation and the expansion must be designed to 27 minimize flood damage in accordance with the FEMA approved flood-resistant materials list (Technical Bulletin 2-93).

(i) Notwithstanding any other provision of these Regulations, no permit will be issued if the Floodplain Administrator determines that the development will increase flood hazards.

(j) The following conditions must be met if the proposed development for which a Development Permit is sought includes a water or sanitary sewer system:

(1) The proposed system must be designed and constructed to minimize or eliminate infiltration of flood water into the system and to eliminate discharge of untreated waste from the system into the flood waters.

(2) All joints must be water tight.

(3) On-Site sewage disposal systems, if they meet Environmental Health Regulations, are allowed.

(4) Individual water wells or wastewater disposal systems must be located to avoid impairment to them or contamination from them during flooding.

Sec. 18-70. - Non-Conversion of Permitted Property.

(1) A structure that is designed to have a level below the base flood elevation that is not designed and permitted for living quarters shall not be converted to contain living quarters on such lower level unless a specific permit is obtained authorizing such conversion in accordance with this Flood Damage Prevention Order.

(2) As a prerequisite for a permit to be granted to construct a structure that might have a level below the base flood elevation that is not for living quarters the property owner must execute an acknowledgement of the following conditions and must adhere to the following conditions:

(a) That the enclosed area below the base flood elevation shall be used solely for parking of vehicles, limited storage, or access to the building and will never be used for human habitation without first becoming fully compliant with the Flood damage prevention order in effect at the time of the beginning of the construction of the conversion.

(b) That all interior walls, ceilings, and floors below the Base Flood Elevation shall be unfinished or constructed of flood resistant materials.

(c) That mechanical, electrical, or plumbing devices shall not be installed below the Base Flood Elevation.

(d) The walls of the enclosed areas below the Base Flood Elevation shall be equipped with at least two vents which permit the automatic entry and exit of floodwater with total openings of at least one square inch for every square foot of enclosed area below flood level. The vents shall be on at least two different walls and the bottoms of the vents shall be no more than one foot above grade.

(e) That any variation in construction beyond what is permitted shall constitute a violation of this Flood Damage Prevention Order.

(f) That the Non-conversion Acknowledgement becomes part of the permit for construction on the described property described by the applicable permit.

(g) THAT THE ACKNOWLEDGEMENT IS A GOVERNMENT DOCUMENT AS DESCRIBED BY TEXAS PENAL CODE SECTION 37.10 AND IS MATERIAL TO THE GRANTING OF A PERMIT TO THE ABOVE-NAMED PERSON FOR CONSTRUCTION OR DEVELOPMENT ON THE ABOVE IDENTIFIED PROPERTY.

(h) The acknowledgement shall be filed in the deed records of Johnson County, Texas in the form of an Affidavit to the Public.

Sec. 18-71. – Standards for Areas of Shallow Flooding (AO/AH Zones).

Located within the areas of special flood hazard established in section 18-6, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated to a minimum of three (3) feet above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified).
- (2) All new construction and substantial improvements of non-residential structures;
 - (a) have the lowest floor (including basement) elevated to a minimum of three (3) feet above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least 2 feet if no depth number is specified), or
 - (b) together with attendant utility and sanitary facilities be designed so that below the base specified flood depth in an AO Zone, or below the Base Flood Elevation in an AH Zone, level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of these regulations are satisfied.
- (4) Within Zones AH or AO adequate drainage paths are required around structures on slopes, to guide flood waters around and away from proposed structures.

Sec. 18-72. Floodways.

Floodways - located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance

with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

(2) If Article 5, Section E (1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article 5.

(3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.”

SECTION 2.

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

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and 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 4.

That all rights and remedies of the City of Alvarado are expressly saved as to any and all violations of the provisions of the Code of Ordinances of the City of Alvarado, as amended, or any other ordinances affecting technical floodplain administration codes which have accrued at the time of the effective 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 5.

Any person, firm, or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined in accordance with Section 1-12 of the Code of Ordinances for each offense. 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 as provided by law.

SECTION 7.

That this ordinance shall be in full force and effect from and after its passage and publication, and it is so ordained.

Passed on this 17th day of April, 2023, by a vote of _____ to _____.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary



City Council Meeting Management Report

Meeting Date: April 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action approving a resolution R2023-0007.

BACKGROUND & FINDINGS:

On February 21, 2022, the Alvarado City Council approved Ordinance No. 2022-002 that annexed 120.04 acres at the request of Agave Trail Development LLC. The Alvarado ISD now petitions for the voluntary annexation of 21.679 acres that is to be conveyed to Agave Trail Development LLC in exchange for 22.8 acres that on March 20, 2023, City Council approved the rezoning and conditionally approved the preliminary plat for the future site of Alvarado North Elementary. The subject site is intended to be rezoned and developed with single-family residences as part of a revised Agave Trail Addition development.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends City Council approve resolution R2023-0007.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Location Map

Petition Requesting Annexation

Texas Local Government Code Subchapter C-3

Resolution to Accept Petition for Annexation



PETITION REQUESTING ANNEXATION

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

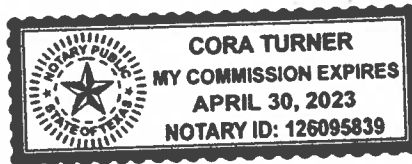
TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS:

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

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

Mark Ratchiff, Alvarado ISD
Owner

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §



This instrument was acknowledged before me on the 14 day of February,
2023, by Mark Ratchiff.

Cora Turner
Notary Public in and for the State of Texas

My Commission Expires:

4/30/2023

Cora Turner
Type or Print Notary's Name

EXHIBIT A

DESCRIPTION OF 21.679 ACRES

BEING a 21.679 acre tract of land situated in the JOHN M. ROSS Survey Abstract No. 737, Johnson County, Texas, and a portion of that tract of land conveyed to Alvarado I.S.D., as recorded under Vol. 2691, Pg. 258, Deed Records, Johnson County, Texas (D.R.J.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 3" steel post found, said steel pipe being the most northeasterly corner of subject property;

THENCE N 60°02'39" E a distance of 1795.65 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

THENCE S 01°03'38" W a distance of 688.43 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

THENCE S 60°02'39" W a distance of 1286.69 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

THENCE N 29°57'21" W a distance of 119.01 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap, said iron rod being the beginning of a non-tangent curve to the left with a radius of 40.34 feet;

THENCE along said curve to the left an arc distance of 95.27 feet, a chord bearing of S 86°42'43" W and a chord length of 74.62 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

THENCE S 60°02'39" W a distance of 113.09 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

THENCE N 29°57'22" W a distance of 394.19 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

THENCE N 00°35'07" E a distance of 50.28 feet to the point of beginning, and containing 21.679 acres of land, more or less.

LOCAL GOVERNMENT CODE

TITLE 2. ORGANIZATION OF MUNICIPAL GOVERNMENT

SUBTITLE C. MUNICIPAL BOUNDARIES AND ANNEXATION

CHAPTER 43. MUNICIPAL ANNEXATION

SUBCHAPTER C-3. ANNEXATION OF AREA ON REQUEST OF OWNERS

Sec. 43.0671. AUTHORITY TO ANNEX AREA ON REQUEST OF OWNERS. Notwithstanding Subchapter C-4 or C-5, a municipality may annex an area if each owner of land in the area requests the annexation.

Added by Acts 2017, 85th Leg., 1st C.S., Ch. 6 (S.B. [6](#)), Sec. 26, eff. December 1, 2017.

Sec. 43.0672. WRITTEN AGREEMENT REGARDING SERVICES. (a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.

(b) The agreement must include:

(1) a list of each service the municipality will provide on the effective date of the annexation; and

(2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

(c) The municipality is not required to provide a service that is not included in the agreement.

Added by Acts 2017, 85th Leg., 1st C.S., Ch. 6 (S.B. [6](#)), Sec. 26, eff. December 1, 2017.

Sec. 43.0673. PUBLIC HEARING. (a) Before a municipality may adopt an ordinance annexing an area under this subchapter,

the governing body of the municipality must conduct one public hearing.

(c) During the public hearing, the governing body:

(1) must provide persons interested in the annexation the opportunity to be heard; and

(2) may adopt an ordinance annexing the area.

(d) The municipality must post notice of the hearing on the municipality's Internet website if the municipality has an Internet website and publish notice of the hearing in a newspaper of general circulation in the municipality and in the area proposed for annexation. The notice for the hearing must be:

(1) published at least once on or after the 20th day but before the 10th day before the date of the hearing; and

(2) posted on the municipality's Internet website on or after the 20th day but before the 10th day before the date of the hearing and must remain posted until the date of the hearing.

Added by Acts 2017, 85th Leg., 1st C.S., Ch. 6 (S.B. [6](#)), Sec. 26, eff. December 1, 2017.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 155 (H.B. [347](#)), Sec. 3.01, eff. May 24, 2019.

RESOLUTION NO. R2023-0007

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A TRACT OF LAND IN THE 1200 BLOCK OF N. CUMMINGS DRIVE, BEING 21.679 ACRES, MORE OR LESS, LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ALVARADO IN JOHNSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within the extraterritorial jurisdiction of the City of Alvarado Johnson County, Texas, has petitioned the City of Alvarado, Texas (the “City”), a General Law Municipality, for annexation of said property, more particularly described herein (the “subject property”), into the corporate limits of the City; and

WHEREAS, the subject property is adjacent to the corporate limits of the City and the owner(s) has made application for annexation; and

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the Texas Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the city and all those which may be hereafter adopted.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The petition for annexation of the subject property shown in Exhibit “A” and the service plan as set forth in the executed and Development Agreement dated August 15, 2022, are hereby accepted:

See next page for Exhibit A.

EXHIBIT A

DESCRIPTION OF 21.679 ACRES

BEING a 21.679 acre tract of land situated in the JOHN M. ROSS Survey Abstract No. 737, Johnson County, Texas, and a portion of that tract of land conveyed to Alvarado I.S.D., as recorded under Vol. 2691, Pg. 258, Deed Records, Johnson County, Texas (D.R.J.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 3" steel post found, said steel pipe being the most northeasterly corner of subject property;

THENCE N 60°02'39" E a distance of 1795.65 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

THENCE S 01°03'38" W a distance of 688.43 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

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THENCE along said curve to the left an arc distance of 95.27 feet, a chord bearing of S 86°42'43" W and a chord length of 74.62 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

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THENCE N 29°57'22" W a distance of 394.19 feet to a ½" iron rod set with a yellow Fort Worth Surveying cap;

THENCE N 00°35'07" E a distance of 50.28 feet to the point of beginning, and containing 21.679 acres of land, more or less.

A public hearing has been set for the date of May 15, 2023. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit “A”** shall control.

Section 3. Severability. Should any section or part of the Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion of portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of the Resolution are declared to be severable.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Alvarado on this the 17th day of April, 2023.

ATTEST:

THE CITY OF ALVARADO, TEXAS

Beth A Walls, City Secretary

Jacob Wheat, Mayor

SITUATED IN THE JOHN M. ROSS SURVEY, ABSTRACT NO. 737, JOHNSON COUNTY, TEXAS



City Council Meeting Management Report

Meeting Date: April 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action to approve the application of Alvarado Independent School District on behalf of Agave Trail Development, LLC for approval of the Alvarado North Addition final plat on 22.8 acres known as a portion of Tract 6 in the J. M. Ross Survey, A-737, approximately addressed at 1300 N. Cummings Drive.

BACKGROUND & FINDINGS:

On March 20, 2023, the City Council approved the preliminary plat application with the conditions found in the attachment titled Preliminary Plat Approval Letter. The final plat was submitted and deemed administratively complete on April 3, 2023. Per Section 34-36.d of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the filing of final plat and engineering plans,
- (2) The City Council shall conclude one of the following.
 - a. Approved.
 - b. Approve with conditions.
 - c. Disapprove but may be returned for further consideration by the Planning and Zoning Commission.
 - d. Disapprove.

The Future Lane Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Public/Semi-Public use, and the property is zoned to the Institutional Overlay – Agriculture (I-A) District. Staff finds the final plat to comply with the minimum standards of the Alvarado subdivision ordinance and all other ordinances with the exceptions being stated in the attached recommended conditions of approval letter.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

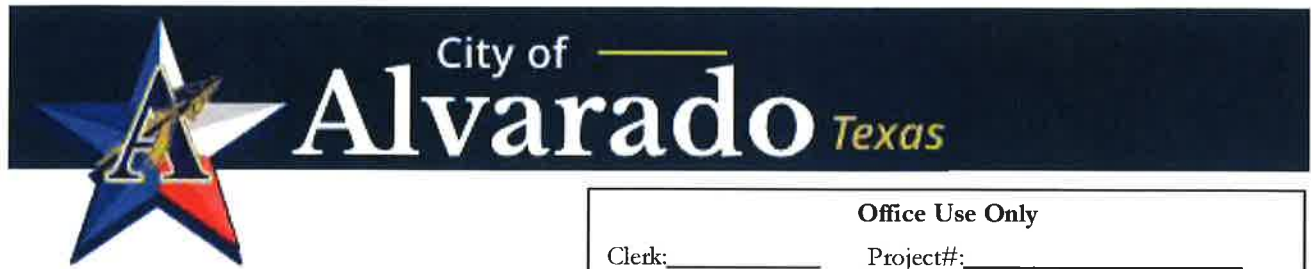
On April 11, 2023, the Planning and Zoning Commission by a vote of 5-0 recommended to Council approval with conditions listed in the recommended conditions of approval letter attached.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Preliminary Plat Approval Letter
Draft Recommended Conditions of Approval Letter
Final Plat
Engineering Plans (Available Upon Request)



PLAT APPLICATION

Office Use Only

Clerk: _____ Project#: _____
Fee: \$ _____
Date Pd: _____ Check# or Cash: _____
Receipt#: _____ Received by: _____

Please submit all plat documents and ensure they are in compliance with the City of Alvarado Subdivision Ordinance.

Type of Plat

☐ Preliminary Plat ☒ Final Plat ☐ Plat Revision ☐ Administrative Plat

Title of Plat Lot 1, Block 1 Alvarado ISD Addition

Total Lots 1 Total Acres 22.8 Current Zoning Institutional

Subdivision Name Alvarado ISD Addition Lots 1 Block(s) 1

Survey Name(s) J.M. Ross Survey Abstract No.(s) 737 Tract(s) 2021-15490

Address/Location 1301 N. Cummings Dr.

Applicant

Company or Name Peloton Land Solutions

Contact Name Thomas Bartkowski

Address 500 West 7th St., Ste 1300 City Fort Worth State TX Zip 76102

Telephone 817-953-2777 Email thomas.bartkowski@pelotonland.com

Owner (If Different)

Company or Name Agave Trails Development, LLC

Contact Name John Hielman

Address 400 S. Oak St. City Alvarado State TX Zip 76262

Telephone 817-897-7737 Email john@briarpath.net

I further understand that this request will be placed on the appropriate Planning & Zoning Commission and City Council agenda and must meet requirements of the Subdivision Regulations. All plats must be accepted _____ plat is not considered filed until accepted by the City Council.



Signature of Applicant, Owner, or Authorized Agent

3/22/2023

Date

Planning Official

Fee: \$ _____

Date of P&Z Meeting

Date of Council Meeting

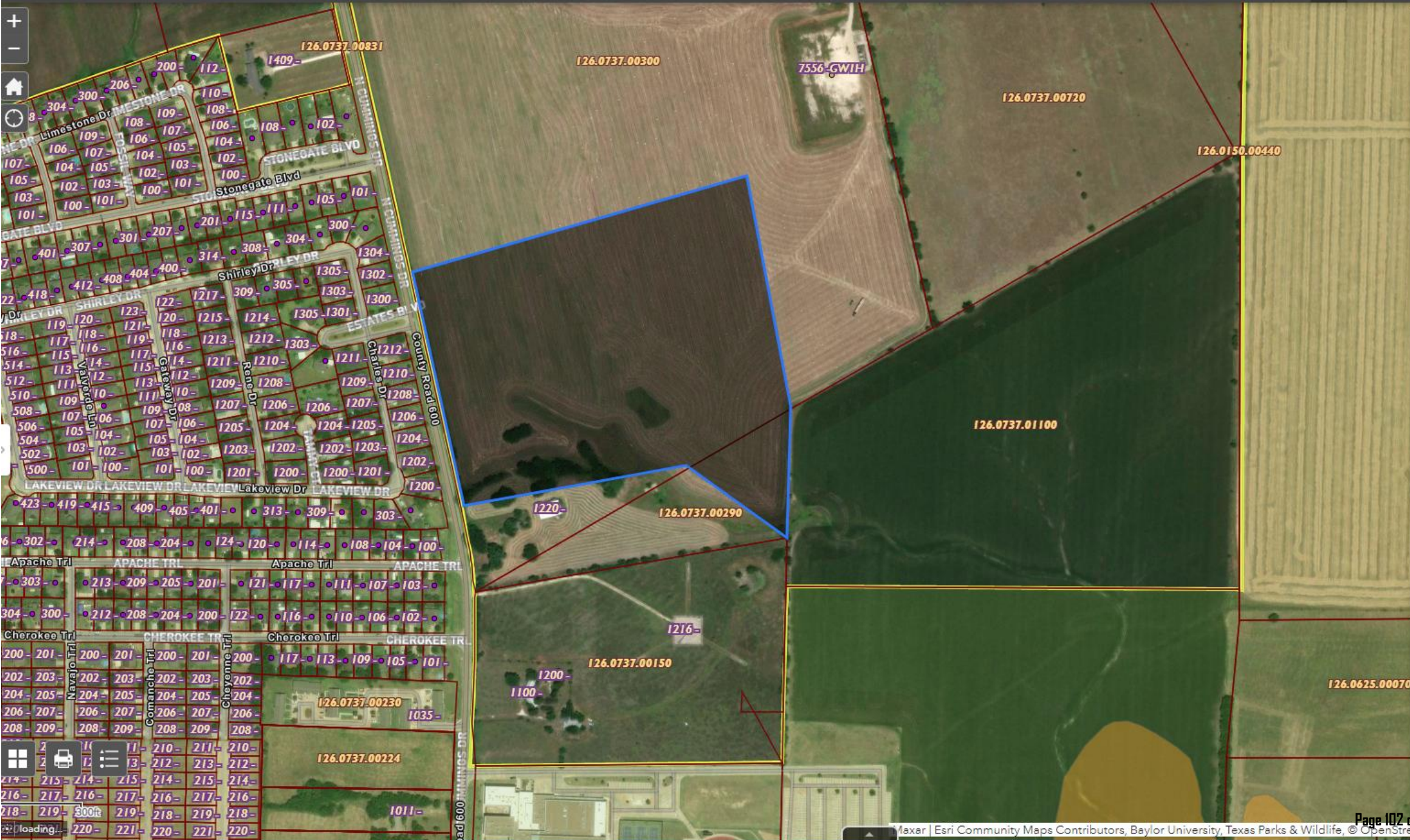
Signature of Planning Official

****FOR OFFICE USE ONLY****

Received By

Date Received

Date Approved





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

March 22, 2023

Peloton Land Solutions
Attn: Thomas Bartkowski, PE MBA
500 W. 7th Street, Suite 1300
Fort Worth, TX 76102
817.953.2777 ext. 277
Thomas.bartkowski@pelontonland.com

Re: Lot 1, Block 1 of the Alvarado North Addition Preliminary Plat

Dear Mr. Bartkowski,

This letter is to inform you that on March 20, 2023, the Alvarado City Council conditionally approves the preliminary plat for the Alvarado North Addition with the following conditions that must be addressed with the final plat submittal.

1. No creation of point discharge where one does not exist.
2. No lot-to-lot drainage.
3. Detention pond must be designed to detain to existing conditions for all required storm events. No adverse impacts are allowed.
4. Fire Marshall must review fire lane configuration as access around site is limited.
5. Provide the number of proposed students for this site for a fire flow analysis can be run in the City's hydraulic model with connection to the 8-inch water main to determine if connection to the planned 12-inch water main along N. Cummings Road is required.
6. Provide an offsite 20' sanitary sewer easement across the AISD property from Hwy 67 to the subject site for future gravity flow connection once the 12-inch sanitary sewer main is constructed by others. See City Engineer's comments on preliminary plat copy attached.
7. On the final plat, illustrate a portion of this offsite 20' sanitary sewer easement and label the instrument number dedicating this easement.
8. The engineering plans submitted with the final plat and building permit must include ADA-compliant sidewalk across N. Cummings Drive in line with the north or south side of Estates Boulevard.

Sincerely,



Justin French, AICP
Community Development Director
City of Alvarado
104 W. College Ave. | Alvarado, TX 76009
817.790.3351 | 817.240.9585 mobile
frenchj@cityofalvarado.org

cc.

Alvarado Independent School District
Attn: Mark Ratcliff
PO Box 387
Alvarado, TX 76009
817.783.6800
markr@alvaradoisd.net

Agave Trails Development LLC
Attn: John R. Heilman
300 Lamar St.
Roanoke, TX 76262
817.897.7737
agavedevelopment@gmail.com



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

April 11, 2023

Peloton Land Solutions
Attn: Thomas Bartkowski, PE MBA
500 W. 7th Street, Suite 1300
Fort Worth, TX 76102
817.953.2777 ext. 277
Thomas.bartkowski@pelontonland.com

Re: Lot 1, Block 1 of the Alvarado North Addition Final Plat

Dear Mr. Bartkowski,

This letter is to inform you that on April 11, 2023, the Alvarado Planning and Zoning Commission recommended conditional approval of the final plat and subdivision construction plans for the Alvarado North Addition with the following conditions that must be adequately addressed prior to recording the final plat with the Johnson County Clerk. Informational comments below may not be intended to trigger a change to the plat or plans but rather to provide ordinance reference supporting other comments.

Final Plat Comments

1. Informational comment - Per Sec. 34-36(a) of the Alvarado subdivision ordinance, the final must conform to the preliminary plat conditions of approval and incorporate all changes, directions, and additions imposed by the City.
2. A fire flow analysis is being run in the City's hydraulic model within connection to the 8-inch water main to determine if connection to the master planned 12-inch main along N. Cummings Drive is required. If necessary for adequate fire flow, this 12-inch main along N. Cummings Drive must be constructed in accordance with the Alvarado Water Distribution Master Plan.
3. Informational comment – Per Sec. 34-66(14) of the Alvarado subdivision ordinance, the developer must install storm drainage, sanitary sewer mains and laterals, fire hydrants, water valves, traffic signs, street lights, street signs and sidewalks, within and adjacent to the subdivision, or shall provide cash deposit or other guarantee acceptable to the City for the payment of the cost of such **installations** prior to the final approval by the City Council.
4. Informational comment - Per Sec. 34-128(a) of the Alvarado subdivision ordinance, an adequate storm sewer system consisting of inlets, pipes, and other underground drainage structures with approved outlets shall be constructed where drainage of stormwater and the prevention of erosion cannot be accomplished satisfactorily by surface drainage facilities.
5. Informational comment – Per Sec. 34-129 of the Alvarado subdivision ordinance, all subdivisions must provide an approved water system designed and constructed in accordance with the comprehensive plan and standard specifications of the City.
6. Informational comment – Per Sec. 34-130 of the Alvarado subdivision ordinance, (a) all subdivisions must provide an approved sewage disposal system and shall be connected to the

City sanitary sewer system, except as provided in subsection (c) of this section, (b) The developer must furnish and install the complete sewer system, including the mains, manholes, cleanouts, Y-branches, and service laterals for all lots, lift stations, and appurtenances. Within that roughly proportionate to the development, the sewage system must be designed and constructed in accordance with the master plan and standard specifications of the City, and (c) in locations where sanitary sewers are not available and where the City Council concludes that installation of sanitary sewers is not feasible, on-site septic systems of approved type may be installed in conformity with the rules, regulations, and ordinances of the city, county, and state pertaining to public health.

7. Informational comment - Per Sec. 34-165 of the Alvarado subdivision ordinance, subdivisions within the city must provide an approved water supply and distribution system and with an approved sewage collection and disposal system. An adequate water supply and distribution system and sanitary sewer system, consistent with the master plan for water and sanitary sewer, must be a condition of plat approval (when roughly proportionate). Subdivider must install all water and sanitary sewer facilities needed to serve the development and must extend all water and sanitary sewer mains and appurtenances necessary to connect the development with the City's water supply and distribution system and with the City's sanitary sewer system (where roughly proportionate). The location of all water and sanitary sewer lines and appurtenances thereto necessary to serve platted land shall be in accordance with the City's master plan for water and sanitary sewer facilities (where roughly proportionate).
8. Informational comment – Per Sec. 34-165 of the Alvarado subdivision ordinance, construction of all water and sanitary sewer facilities required by these regulations must be in accordance with the requirements and specifications contained in the design standards for the City, the regulations of the state natural resource conservation commission, state water commission, state department of insurance, and the currently adopted International Fire Code, which are incorporated herein by reference and made a part hereof. The specifications for materials and workmanship must conform to the Standard Specifications for Public Works Construction, published by the North Central Texas Council of Governments.
9. On Sheet C6.00, note that the fire water main is at least 8 inches in diameter. Since multiple fire hydrants are on this line this is the minimum pipe size to provide adequate fire protection.
10. Informational comment - Per Sec. 34-170 of the Alvarado subdivision ordinance (a) the size of easements where alleys are not provided must not be less than ten feet on each side of rear lot lines. Easements alongside lot lines must be not less than ten feet in width. However, while deemed necessary by the Planning and Zoning Commission and/or the City Council, such easements may be required to be 20 feet in width, (b) where necessary, easements must be retained for poles, wires, conduits, storm sewers, sanitary sewers, water lines, open drains, gas lines or other utilities. Such easements may be required across parts of lots (including side lines) other than as described above if the City Council determines that same is needed. Any easements so established shall be maintained by the property owner, (c) where a subdivision is traversed by a watercourse, drainageway, channel or street, there must be provided a drainage easement conforming substantially with such course and of such additional width as may be designated by the zoning administrator that will be reasonably adequate for the purpose. The drainage shall be designed to eliminate erosion of adjoining property and to facilitate routine maintenance.
11. Informational comment - Per Sec. 34-175(a) of the Alvarado subdivision ordinance, the City must be given opportunity to inspect all phases of the construction of improvements for subdivisions. The subdivider, or his contractor, shall maintain daily contact with the city engineer, or his representative, during construction of improvements, (b) No sanitary sewer, water, or storm sewer pipe shall be covered without approval of the city engineer or his representative. No concrete shall be poured for streets, structures, or curbs and gutters without

said approval. No flexible base material shall be placed on the street subgrade, or asphaltic surface applied to the flexible base of a street without said approval.

12. On the final plat, correct the year in the date of preparation at the bottom right.
13. Show drainage easement for detention pond, 15' drainage easement along east, north, and south property lines, and fire lane easement for fire water main and hydrants.
14. Provide the dedication of a 20-foot sanitary sewer easement across the FEMA designated Zone A floodplain along Hwy 67 right-of-way. This will enable the connection to the south side of Hwy 67. See City Engineer's remarks attached for location.
15. Subdivision construction plans must be approved and constructed prior to the recording of the final plat with the County Clerk unless a performance bond is provided in the amount equal to the valuation of the necessary public improvement(s) for adequate public infrastructure. Per Sec. 34-172 of the Alvarado subdivision ordinance, no building permit nor any water, sewer, plumbing, or electrical permit shall be issued by the city to the owners or any other person with respect to any property in any subdivision covered by this article until:
 - (1) Such time as the developer and/or owner has complied with the requirements of this article and the approved final plat regarding improvements with respect to the block facing the street and/or streets on which the property abuts, including the installation of streets with proper base and paving, curbs and sewers and alleys;
 - (2) An escrow deposit has been made with the city secretary, such deposit being sufficient to pay for the cost of such improvements and being accompanied by an agreement signed by the developer and/or owner authorizing the city to make such improvements at prevailing private commercial rates, or to have the same made by a private contractor and pay for the same from the escrow deposit. Cost of such improvements is to be determined by the zoning administrator and computed on a private commercial rate basis. Should the developer and/or owner fail or refuse to install the required improvements within the time stated in such written agreement, the city shall in no case be obligated to make such improvements itself, except that such deposit may be used by the owner and/or developer as a progress payment as the work progresses by making certified requisition to the city secretary when supported by evidence of work done; or
 - (3) The developer and/or owner files a corporate surety bond with the city secretary in a sum equal to the cost of such improvements for the designated area, guaranteeing the installation thereof with the time stated in the bond, which time shall be fixed by the zoning administrator.
16. On the final plat, confirm the ownership in the owner's certificate, in the dedication statement, in the owner's signature block, and in the ownership label within the plat drawing all match and a correct prior to the recording of the final plat with the County Clerk.
17. Complete the Surveyor's Certification block and provide surveyor's seal on at least two plat mylars that have the ownership's signature notarized prior to the recording of the final plat with the County Clerk.
18. Per Texas Property Code, provide an official tax certificate for the property indicating a zero balance for all assessed taxes prior to recording of the final plat with the County Clerk.
19. Provide a check written to the Johnson County Clerk in the amount required to record the final plat. See Johnson County Clerk's website for fee schedule.

Subdivision Construction Plan Comments

20. Submit Geotech report including pavement recommendations for the fire lane and drive approaches.
21. No construction nor any improvements may proceed on a property owned by a separate entity.
22. On Sheet C0.02, in Paving Note 85, add the following, "Retests are required if it rains prior to the placement of the paving."

23. On Sheet C0.02, in Utility Note 7 confirmation must be provided by the Alvarado Development Review Committee that Poly is not required rather than the proposed Type K Soft Copper.
24. On Sheet C1.01, the erosion control plan must show discharge into an existing point discharge, or construction (with design and easement) to convey into one. Schedule meeting with City Engineer through Community Development Director for clarification and specifics.
25. On Sheet C1.01, the erosion control plan must show smooth contours along the northern property line rather than the jagged contours shown.
26. On Sheet C2.00, label the proposed lift station as "Private Prop. Lift Station."
27. Informational comment - On Sheet C3.01, consider crosswalk signs and shifting the crosswalk across the drive along the northern property line further east for a shorter crossing. The shorter crosswalk distance is safer for pedestrians.
28. On Sheet C4.01, the grading for the detention pond is not entirely provided. Provide it on this sheet or another.
29. On Sheet C4.01, the grading plan shows lot-to-lot drainage that is not allowed to the east. Consider a drainage feature within an adequately sized drainage easement to capture and convey stormwater runoff south along the east property line to the detention pond or a letter from the adjacent property owner accepting the stormwater runoff, or another possible drainage solution approved by the City. Schedule meeting with City Engineer through Community Development Director for clarification and specifics.
30. On Sheet C4.01, label the contours along the north property line.
31. Informational comment - On Sheet C4.01, the grading plan shows offsite contours along the north property line that will require the Agave Trail development plan to provide lot-to-lot-to-lot drainage within a drainage easement that must then be conveyed within the drainage easement along the east property line of the Alvarado Elementary North site. Therefore, it may be wise to size the drainage feature along the east property line of the Alvarado Elementary North site now with the school's construction rather than later. Schedule meeting with City Engineer through Community Development Director for clarification and specifics.
32. On Sheet C4.02, lot-to-lot drainage is not allowed to the south. Schedule meeting with City Engineer through Community Development Director for clarification and specifics.
33. On Sheet C5.00, the existing drainage area mapping must include N. Cummings Drive pavement in the drainage area calculations and drawn area.
34. On Sheet C5.00, the existing drainage area map must include all of the site so a pre-developed discharge rate can be calculated.
35. On Sheet C5.00, label contours.
36. On Sheet C5.01, pond run-off C will be 1.0 in 100-yr event.
37. On Sheet C5.-01, include all the site in the drainage plan and capture all onsite flow and convey to detention pond unless adjacent property owner to east provide a letter accepting the increase rate of stormwater runoff. Schedule meeting with City Engineer through Community Development Director for clarification and specifics.
38. On Sheet C5.01, proposed drainage area calculations must be in accordance with the City of Fort Worth drainage standards manual as adopted by the City of Alvarado. C values for schools are dependent on the percentage of open space provided. Demonstrate compliance.
39. On Sheet C5.01, insert calculations for all weighted calculations.
40. On Sheet C5.01, the runoff coefficient for DA-24 must be 0.90.
41. On Sheet C5.02, note safety end treatment (SET) bars across storm pipe openings for the 2-36" Sloped End Headwalls discharging into the detention pond.
42. On Sheet C5.02, provide or reference to another sheet provided cross-sections every 100 feet for the drainage channel and include hydraulic calculations and WSEL.
43. On Sheet C5.02, provide or reference to another sheet provided storm pipe and inlet calculations.

44. On Sheet C5.02, any portion of the storm system conveying multiple tracts shall be public within a drainage easement. Clearly label which portions are public and which are private. The City prefers to have public drainage out from under AISD improvements to avoid a drainage easement use agreement that places the burden of reconstruction improvements needed to be removed for maintenance onto AISD. Schedule meeting with City Engineer through Community Development Director for clarification and specifics.
45. On Sheet C5.05, provide hydraulic information, show HGL, label pipe materials and specs, label each section as public or private.
46. On Sheet C5.07, in SD-B the 4" SSWR Crossing must have a minimum 2-foot of clearance rather than the 1.7 feet shown.
47. On Sheet C5.10, provide (or reference another sheet provided) the profile for the detention ponds discharge, the outlet calculations, the three feet of freeboard required along the southern property line, and pond sizing calculations.
48. On Sheet C6.00, show encasing of water and sanitary sewer pipes under N. Cummings Drive with a minimum depth of eight feet for consideration of future reconstruction of N. Cummings Drive.
49. Per Sheets C6.00 and C7.04, an offsite sanitary sewer easement is required on Lot 1, Block 6 of the Lakeview Estates Addition if not already acquired. Indicate instrument number and easement on Sheets C6.00 and C7.04.
50. In regards to the fused HDPE shown on Sheet 7.04, provide confirmation that fused HDPE can be pulled at a 10-foot radius.
51. On Sheet 7.04, note that the 4" PE must be bored under N. Cummings Drive.
52. Alvarado Public Works Director, Michael Dwiggins, must review and verify the possible adequacy of the pipe embedment backfill on Sheet 7.04.
53. On Sheet 8.03 and/or other sheets provided, show complete design in compliance with TCEQ regulations required in this plan set, including but not limited to: pump design with system curves, electrical, generator, sound attenuation, site plan with fencing, etc.

Sincerely,



Justin French, AICP
Community Development Director
City of Alvarado
104 W. College Ave. | Alvarado, TX 76009
817.790.3351 | 817.240.9585 mobile
frenchj@cityofalvarado.org

cc.

Alvarado Independent School District
Attn: Mark Ratcliff
PO Box 387
Alvarado, TX 76009
817.783.6800
markr@alvaradoisd.net

Agave Trails Development LLC
Attn: John R. Heilman
300 Lamar St.
Roanoke, TX 76262
817.897.7737
agavedevelopment@gmail.com

Att.

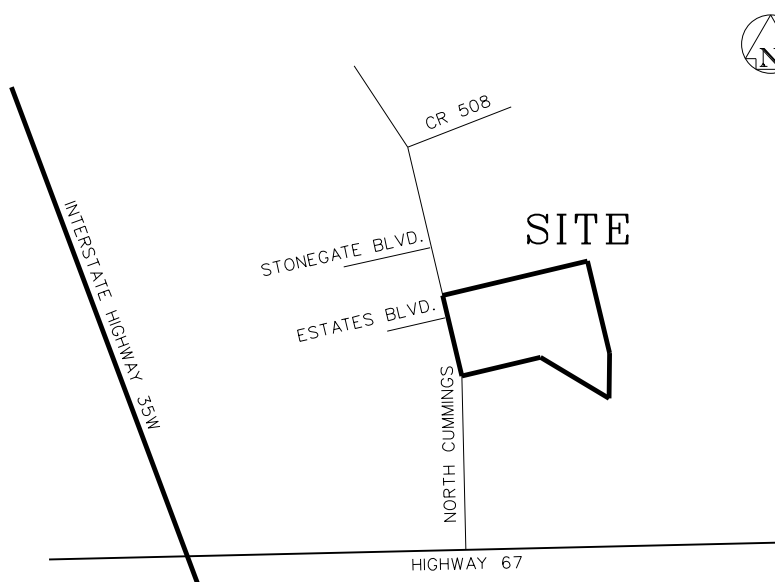
City Engineer Remarks on Final Plat & Plan Copies

3:00:08 PM

4/4/2023

\$MODELNAME\$

G:\JOB\HUC22001\Alvarado_ISD_North\2_Srvy\HUC22001_Plat.dgn



VICINITY MAP
N.T.S.

NOTES:

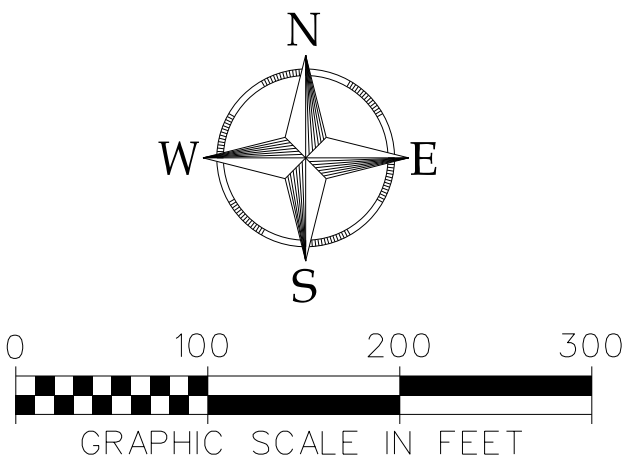
1. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, NAD83, ZONE 4202.
2. ALL CORNERS SET ARE 5/8 INCH IRON RODS WITH PLASTIC CAP STAMPED "PELOTON" UNLESS OTHERWISE NOTED.
3. NO PORTION OF THIS PROPERTY LIES WITHIN A 100-YEAR FLOOD HAZARD ZONE, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR JOHNSON COUNTY, TEXAS, AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 48251C0215J, MAP REVISED DECEMBER 12, 2012.
4. SELLING A PORTION OF THIS SUBDIVISION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES WITHHOLDINGS OF UTILITIES AND BUILDING PERMITS.

LAND USE

School Site	22.341 Acres
Right-of-way	0.431 Acres
Total	22.772 Acres

LEGEND

IRF	• Iron Rod Found
FND	• Found
Vol.	• Volume
Pg.	• Page
R.P.R.J.C.T.	• Real Property Records Johnson County, Texas



DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE JOHN M. ROSS SURVEY, ABSTRACT NUMBER 737, CITY OF ALVARADO, JOHNSON COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO AGAVE TRAIL DEVELOPMENT, LLC, RECORDED IN INSTRUMENT NUMBER 2021-15490, REAL PROPERTY RECORDS, JOHNSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "FORT WORTH SURVEYING", FOUND IN THE WEST LINE OF SAID AGAVE TRAIL DEVELOPMENT TRACT, BEING IN THE EAST RIGHT-OF-WAY LINE OF NORTH CUMMINGS (A VARIABLE WIDTH RIGHT-OF-WAY, FROM WHICH A PK NAIL WITH SHINER, FOUND AT THE NORTHWEST CORNER OF SAID AGAVE TRAIL DEVELOPMENT TRACT, BEARS N 13°19'59"W, 1820.92 FEET;

THENCE N 76°40'08"E, 1238.35 FEET, DEPARTING SAID COMMON LINE OVER AND ACROSS SAID AGAVE TRAIL DEVELOPMENT TRACT TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "FORT WORTH SURVEYING" FOUND;

THENCE S 13°31'26"E, 788.79 FEET, TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "FORT WORTH SURVEYING"; FOUND IN THE EAST LINE OF SAID AGAVE TRAIL DEVELOPMENT TRACT, BEING THE WEST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO ALVARADO I.S.D. RECORDED IN VOLUME 2691, PAGE 258, SAID REAL PROPERTY RECORDS;

THENCE S 00°35'07"W, 378.07 FEET, WITH SAID COMMON LINE TO A 1/2 INCH IRON ROD WITH NO CAP FOUND;

THENCE N 59°00'21"W, 666.57 FEET, DEPARTING SAID COMMON LINE OVER AND ACROSS SAID AGAVE TRAIL DEVELOPMENT TRACT, TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "FORT WORTH SURVEYING" FOUND;

THENCE S 76°40'08"W, 673.20 FEET, TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "FORT WORTH SURVEYING"; FOUND IN THE AFOREMENTIONED COMMON WEST LINE OF SAID AGAVE TRAIL DEVELOPMENT TRACT AND THE EAST RIGHT-OF-WAY LINE OF SAID NORTH CUMMINGS;

THENCE N 13°19'59"W, 690.00 FEET, WITH SAID COMMON LINE TO THE POINT OF BEGINNING AND CONTAINING 991,959 SQUARE FEET OR 22.772 ACRES OF LAND MORE OR LESS.

TO BE KNOWN AS:

ALVARADO NORTH ADDITION

LOTS 1, BLOCK 1

AN ADDITION TO THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS AND DO HEREBY DEDICATE TO THE PUBLIC'S USE FOREVER THE EASEMENTS AND RIGHTS-OF-WAY AS SHOWN HEREON, EXCEPT THOSE EASEMENTS AND RIGHTS-OF-WAY CREATED OR DEDICATED BY SEPARATE INSTRUMENT AS SHOWN HEREON.

BY: AGAVE TRAIL DEVELOPMENT, LLC
A TEXAS LIMITED LIABILITY CORPORATION

BY: _____

NAME: _____

TITLE: _____

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 2023

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES _____

CERTIFICATION

I, XXX X. XXXXXX, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY, MADE UNDER MY DIRECTION AND SUPERVISION IN MARCH, 2023 AND THAT ALL CORNERS ARE AS SHOWN.

XXXX X. XXXXXX
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER XXXX

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document." 22 TAC 138.33e
Todd A. Bridges, RPLS 4940
Date: 4/4/2023

Approved this ____ day of _____, 2023,
by the City Council of the City of Alvarado,

By: _____
Mayor

By: _____
City Secretary

Plat Filed _____, 2023.

Slide Plat recorded in Vol. _____ Pg. _____
Johnson County Plat Records

By: _____
County Clerk, Johnson County, Texas

By: _____
Deputy, Johnson County, Texas

Owner

Agave Trail Development, LLC.
300 Lamar Street
Roanoke, Texas 76262

Developer

Alvarado ISD
102 S. Bill Jackson
Alvarado, Texas 76009
(817)-783-6800

A Final Plat of
Lots 1, Block 1.

Alvarado North Addition

Being 22.772 Acres Situated in the John M. Ross Survey,
Abstract Number 737, City of Alvarado, Johnson County Texas.
1 School Lot

PD-SF2 Zoning

Date of Preparation: March 2023

22.772 Acres

Peloton Job No. HUC22001

Revisions:			
Job #:	HUC22001	Drawn By:	D. Freeman
Checked By:	T. Bridges	Date:	03-27-23

PELOTON

LAND SOLUTIONS

8800 HILLWOOD PARKWAY, SUITE 200
FORT WORTH, TEXAS 76117 PH: 817-562-3350

SHEET

1

OF 1 SHEETS



City Council Meeting Management Report

Meeting Date: April 17, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action to approve the application of Stephanie Torrez on behalf of Rez Real Estate Investments, LLC for approval of the Lot 1, Block 86 of the Original Town of Alvarado Addition final plat being 0.36 of an acre and known as a portion of tract in the A. J. Patton Survey, A-685, addressed 705 E. Davis Avenue.

BACKGROUND & FINDINGS:

On March 20, 2023, the City Council approved the preliminary plat application with conditions found in the attachment titled Preliminary Plat Approval Letter. Per Section 34-36.d of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the filing of final plat and engineering plans,
- (2) The City Council shall conclude one of the following.
 - a. Approve.
 - b. Approve with conditions.
 - c. Disapprove but may be returned for further consideration by the Planning and Zoning Commission.
 - d. Disapprove.

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential, and the property is zoned Single-Family Residential (SF-2) District. Staff finds the final plat to comply with the preliminary plat, conditions made on the approval of the preliminary plat, the minimum standards of the Alvarado subdivision ordinance and all other ordinances with no exceptions.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On April 11, 2023, the Planning and Zoning Commission by a vote of 5-0 recommended to Council approval.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Preliminary Plat Approval Letter
Final Plat
Engineering Plans (Available Upon Request)



City of Alvarado Texas

PLAT APPLICATION

Office Use Only

Clerk: _____ Project#: _____
Fee: \$ _____
Date Pd: _____ Check# or Cash: _____
Receipt#: _____ Received by: _____

Please submit all plat documents and ensure they are in compliance with the City of Alvarado Subdivision Ordinance.

Type of Plat

☐ Preliminary Plat ☒ Final Plat ☐ Plat Revision ☐ Administrative Plat

Title of Plat Original Town Of Alvarado

Total Lots 1 Total Acres 0.36 Current Zoning _____

Subdivision Name _____ Lots 1 Block(s) 86

Survey Name(s) Andrew J. Patton Abstract No.(s) 685 Tract(s) _____

Address/Location 705 E. Davis St.

Applicant

Company or Name Rez Real Estate Investments

Contact Name Stephanie Torrez

Address PO Box 961 City Waxahachie State TX Zip 75168

Telephone 214-980-1443 Email Office@rez-realestate.com

Owner (If Different)

Company or Name _____

Contact Name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Email _____

I further understand that this request will be placed on the appropriate Planning & Zoning Commission and City Council agendas and must meet requirements of the Subdivision Regulations. All plats must be accepted in writing. A plat is not considered filed until accepted by the City Council.

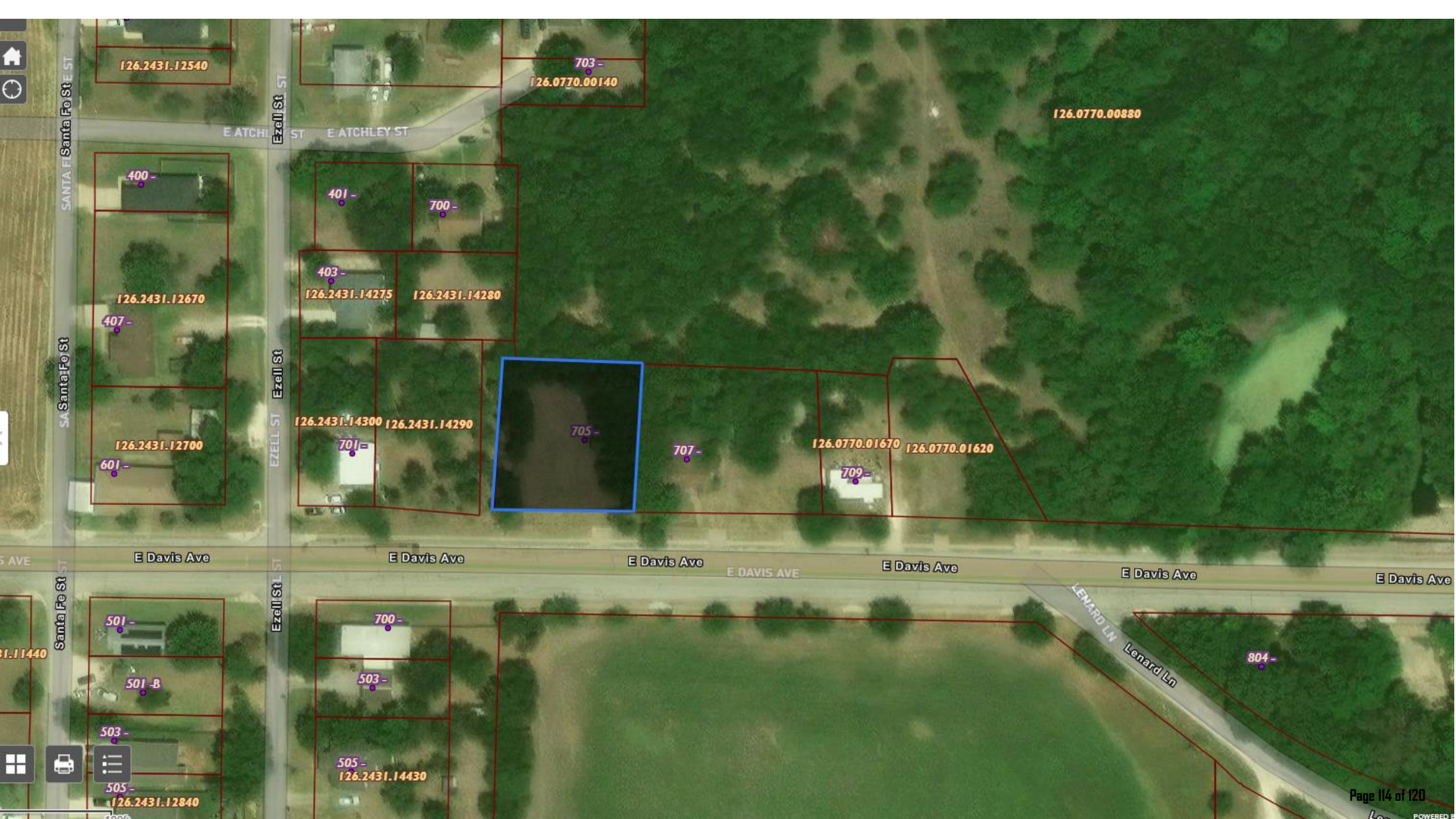
Stephanie Torrez
Signature of Applicant, Owner or Authorized Agent

3/21/2023
Date

Planning Official

Fee: \$	
Date of P&Z Meeting	Date of Council Meeting
Signature of Planning Official	

FOR OFFICE USE ONLY		
Received By	Date Received	Date Approved





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

March 20, 2023

Rez Real Estate Investments, LLC
Attn: Stephanie Torrez
PO Box 961
Waxahachie, TX 75168
214.980.1443
rezsonsre@gmail.com

Re: Lot 1, Block 86 of the Original Town of Alvarado Addition Preliminary Plat

Dear Ms. Torrez,

This letter is to inform you that on March 20, 2023, the Alvarado City Council approved the preliminary plat and sanitary sewer construction plans for Lot 1, Block 86 of the Original Town of Alvarado Addition with the following conditions that must be addressed on the final plat submittal.

1. The front yard setback from E. Davis Avenue must be 35 feet because this lot fronts to an arterial.
2. Remove or clarify the 425.59' label in the plat drawing.
3. All text must be clear, legible and reproducible. Control monument labels for northwest and southwest corners are difficult to read.
4. Remove the duplicated graphic scale.
5. Remove the duplicated north arrow.
6. Move the Owner's Signature block and Notary Statement below the Owner's Certification block and Dedication Statement.
7. Change the year from 2022 to 2023 in the owner's signature block.
8. Change the City approval block to the following:

Approved this ____ day of _____, 20____, by the City Council of the City of Alvarado, Texas.

Mayor

City Secretary

9. Change the County Approval block to the following:

Plat recorded in Volume _____, Page _____, Drawer _____.
Instrument # _____.

Date: _____

County Clerk, Johnson County, Texas

Deputy, Johnson County, Texas

10. Add the following dedication statement to the plat following the metes and bounds legal description and above the owner's signature block.

Now Therefore, Know All Men by These Presents:

That, Rez Real Estate Investments, LLC, acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described real property as Original Town of Alvarado Addition, Lot 1, Block 86, an addition to the City of Alvarado, Johnson County, Texas and do hereby dedicate to the public's use the streets, alleys, rights-of-way, easements and any other public areas shown on this plat.

11. The sanitary sewer construction plans must be signed and sealed by the design engineer.
12. TxDOT permit must be obtained for the installation of sanitary sewer in the FM 1807 (aka E. Davis Avenue) right-of-way. The design engineer must upload the construction plans through TxDOT's UIR system, as a consultant. The Administrator in the UIR system from the City will then have to submit in the UIR system.
13. The final diameter and slope of the sanitary sewer extension must be reviewed by the Public Works Director to best optimize the design.
14. The details on Sheet 4 of the sanitary sewer construction plans must be from or in compliance with the City and NCTCOG standards for construction.
15. The design engineer must provide the engineer's opinion of probable cost of construction (EOPCC) with the final plat submittal.

Sincerely,



Justin French, AICP
Community Development Director
City of Alvarado
104 W. College Ave. | Alvarado, TX 76009
817.790.3351 | 817.240.9585 mobile
frenchj@cityofalvarado.org

LEGAL DESCRIPTION

BEING a 0.36 acre tract of land situated in the ANDREW J. PATTON SURVEY, ABSTRACT NUMBER 685, of Johnson County, Texas, and being all of that certain tract of land conveyed by deed to Rez Real Estate Investment LLC, as recorded by deed in Instrument No., 2019-32394, of the Deed Records of Johnson County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at a found 1/2" iron rod situated at the Northeast corner intersection of East Davis Ave. and Ezell Street;

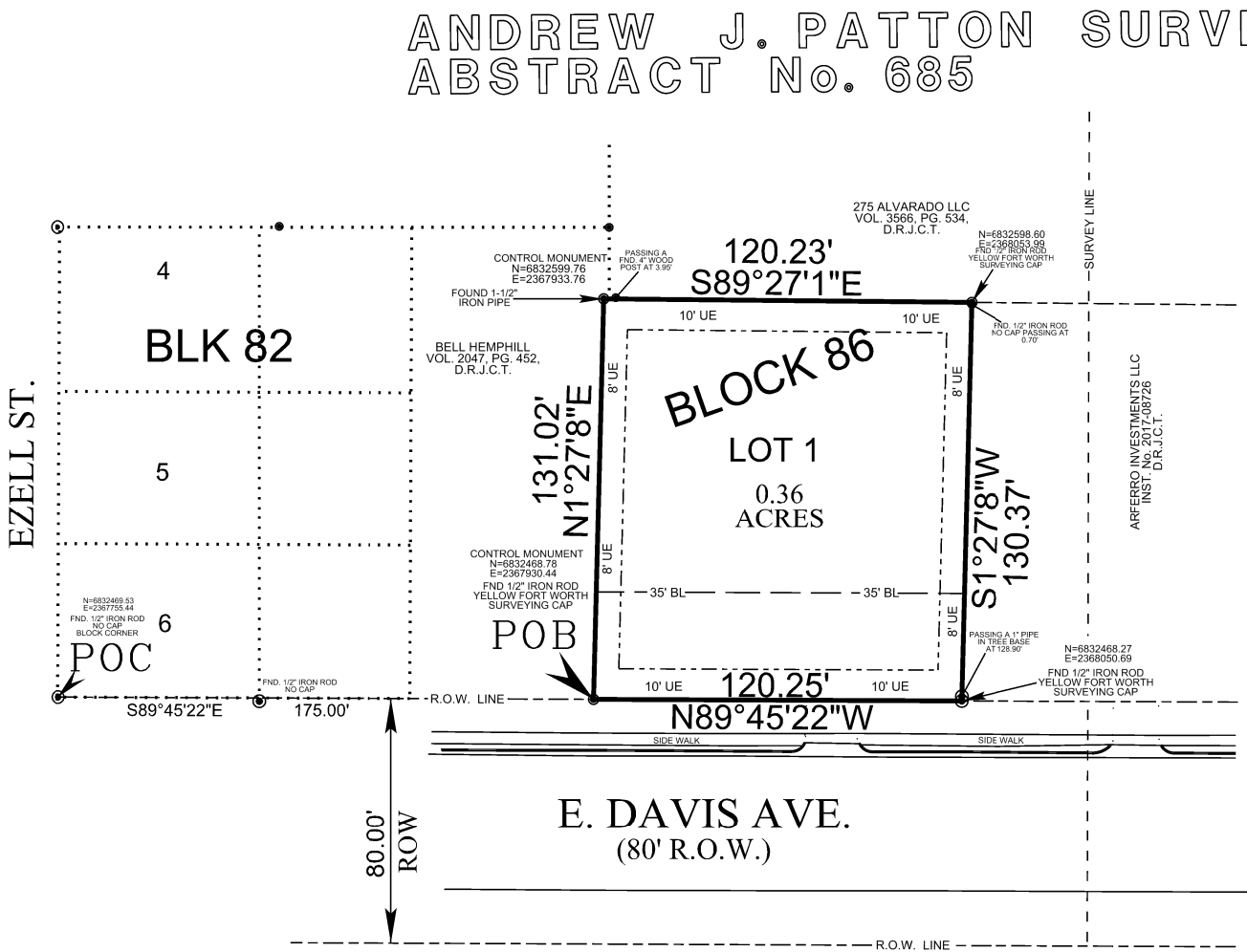
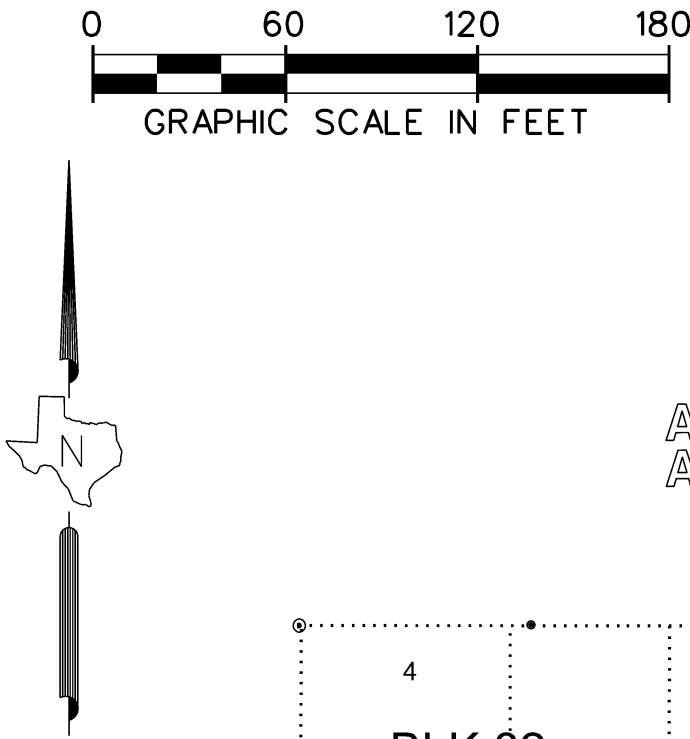
THENCE S 89°45'22" E ALONG THE NORTH R.O.W. LINE OF E. DAVIS AVE. (A 80.00' ROW) A DISTANCE OF 175.00', TO A FOUND 1/2" IRON ROD WITH YELLOW FORT WORTH SURVEYING CAP, FOR THE POINT OF BEGINNING OF THIS TRACT OF LAND;

THENCE N 01°27'08" E A DISTANCE OF 131.02', TO A FOUND 1-1/2" IRON PIPE, FOR A CORNER;

THENCE S 89°27'01" E PASSING A 4" WOOD POST AT 3.95' AND CONTINUING IN ALL A DISTANCE OF 120.23', TO A FOUND 1/2" IRON ROD WITH YELLOW FORT WORTH SURVEYING CAP, FOR A CORNER;

THENCE S 01°27'08" W PASSING A FOUND 1/2" IRON ROD AT 0.70', AND PASSING A FOUND 1" PIPE IN A TREE BASE AT 128.90', AND CONTINUING IN ALL A DISTANCE OF 130.37', TO A FOUND 1/2" IRON ROD WITH YELLOW FORT WORTH SURVEYING CAP, FOR A CORNER LOCATED ON THE NORTH ROW LINE OF E. DAVIS AVE;

THENCE N 89°45'22" W ALONG THE NORTH ROW LINE OF E. DAVIS AVE., A DISTANCE OF 120.25', WHICH IS THE POINT OF BEGINNING, HAVING AN AREA OF 0.36 ACRES OF LAND MORE OR LESS.



Now Therefore, Know All Men by These Presents:

That, Rez.Real Estate Investments, LLC, acting by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described real property as Original Town of Alvarado Addition, Lot 1, Block 86, an addition to the City of Alvarado, Johnson County, Texas and do hereby dedicate to the public's use the streets, alleys, rights-of-way, easements and any other public areas shown on this plat.

FINAL-PLAT
LOT 1, BLOCK 86,
ORIGINAL TOWN OF ALVARADO, TEXAS,
JOHNSON COUNTY, TEXAS.

THIS ____ DAY OF _____, 2023.

Rez Real Estate Investments, LLC.
P.O. BOX 961
Waxahachie Texas, 75168
254-205-7708

Stephanie Torrez (Agent)

Before me, Notary Public in and for Johnson County, Texas,
appeared Stepanie Torrez known to me to be the person
whose name is subscribed to the foregoing instrument
and acknowledges that they executed the same for the purpose and
consideration therein expressed.

Notary Public in and for Johnson County, Texas

My Commission expires _____

APPROVED THIS ____ DAY OF _____, 20____, BY THE
CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS,

MAYOR

CITY SECRETARY

DATE

MEMBER TEXAS MUNICIPAL LEAGUE

BLOCK 86:
LOT 1
TOTAL ACRES IN LOTS = 0.36 ACRES
THIS FINAL-PLAT WAS PREPARED IN MARCH 2023.

PLAT RECORDED IN VOLUME _____, PAGE _____, DRAWER _____
INSTRUMENT# _____

DATE: _____

COUNTY CLERK, JOHNSON COUNTY, TEXAS

DEPUTY, JOHNSON COUNTY, TEXAS

OWNER/DEVELOPER
Rez Real Estate Investments LLC.
P.O. Box 961
Waxahachie Texas 75168
254-205-7708
rezsonsre@gmail.com
Stephanie Torrez (Agent)

SURVEYOR:
CHRISTOPHER KINNY BRADLEY
R.PLS #5251
BRADLEY LAND SERVICE
P.O. BOX 279
ALVARADO, TEXAS 76009
(817) 819-7392
FIRM No. 10194652
chris@fwsurveying.com

NOTE: BASIS OF BEARING AND ALL BEARINGS AND DISTANCES AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM NAD83 NORTH CENTRAL ZONE GRID.

PROPERTY IS LOCATED AT 705 E. DAVIS STREET ALVARADO TEXAS, 76009
ALL BOUNDARY CORNERS SET (IRS) ARE 1/2" IRON RODS WITH ORANGE BLS 5251 CAPS.
THIS PROPERTY IS LOCATED IN THE CITY OF ALVARADO, TEXAS.
ACCESS AND UTILITY EASEMENTS, AND BUILDING SET BACKS ARE AS SHOWN.
ACCESS TO THE PROPERTY IS ALONG E. DAVIS STREET.
ACCORDING TO FEMA/ U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, PART OF THIS PROPERTY BY SCALE APPEARS TO BE IN THE 100 YR. FLOOD ZONE ACCORDING TO COMMUNITY PANEL NUMBER 48251C0215J
DATED DECEMBER 4, 2012, FOR JOHNSON COUNTY, TEXAS.

WATER SERVICE IS PROVIDED BY THE CITY OF ALVARADO.
SEWER SYSTEM PROVIDED BY THE CITY OF ALVARADO.
ELECTRIC SERVICE IS PROVIDED BY ONCOR ELEC.
PHONE SERVICE IS PROVIDED BY AT&T.

KNOW ALL BY THESE PRESENTS:

THAT I, CHRISTOPHER KINNY BRADLEY, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THE FIELD NOTES MADE A PART THEREOF FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF ALVARADO, TX.

CHRISTOPHER KINNY BRADLEY RPLS # 5251

This survey also substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1A Condition II Survey.



	BRADLEY LAND SERVICE P.O. BOX 279 ALVARADO, TEXAS, 76009 817-819-7392 FIRM No. 10194652		<table><tr><td>PROJECT NO.</td><td>2022010</td><td>DATE</td><td>REVISIONS</td></tr><tr><td>DRAWN BY</td><td>CKB</td><td></td><td></td></tr><tr><td>APPROVED BY</td><td></td><td></td><td></td></tr><tr><td>DATE</td><td>03-16-2023</td><td></td><td></td></tr></table>	PROJECT NO.	2022010	DATE	REVISIONS	DRAWN BY	CKB			APPROVED BY				DATE	03-16-2023			
PROJECT NO.	2022010	DATE	REVISIONS																	
DRAWN BY	CKB																			
APPROVED BY																				
DATE	03-16-2023																			



City Council Meeting Management Report

Meeting Date: April 17, 2022

Contact: Donielle Suber, Assistant to the City Manager

Phone: 817-790-3351, Ext. 116

AGENDA ITEM:

Consideration and action to authorize the City Manager to execute a construction contract with Live Edge Concepts, in the amount of \$15,000.00 for trimming trees & shrubs and the removal of debris at 220 S. Cummings Drive, Alvarado, Texas.

BACKGROUND & FINDINGS:

Balch-Senterwood Cemetery was established in 1852, and it is considered one of the oldest cemeteries in Johnson County. During the 1900s, the City of Alvarado acquired the cemetery along with the responsibility of maintenance and care. For the past twenty years, Johnson County Jail (JCJ) have maintained the grounds with inmate manpower. However, due to a constant turnover of inmates, Johnson County Jail cannot designate a group (inmates) to provide consistent routine maintenance, therefore the cemetery has become inundated with overgrown trees and shrubs.

Due to an inconsistency of routine maintenance and care, staff contacted three (3) different tree trimming and landscaping companies to inspect the condition of the cemetery grounds, plus provide quotes to improve the appearance of the cemetery while being mindful of the delicate nature of this historical site (with respect for the resting place of past Alvarado citizens, antique fencing and headstones throughout the cemetery).

On March 20, 2023, City Council approved the authorization of the City Manager to execute a construction contract with Alvarado's Tree Services, but the contract was never executed due to unforeseen events with the owner of Alvarado's Tree Services. Therefore, Live Edge Concepts has agreed to clean-up the cemetery.

FINANCIAL IMPACT:

The project will cost \$15,000.00, to include trimming trees & shrubs and the removal of debris.

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute a construction contract with Live Edge Concepts in the amount of \$15,000.00 for trimming trees & shrubs and the removal of debris at 220 S. Cummings Drive.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

Balch Cemetery
220 S. Cummings Dr.
Alvarado, TX
Parcel ID 126.0313.00618

W ATCHLEY ST
W ATCHLEY ST
W DAVIS AVE
W COTTER ST
W COTTER ST
W COTTER ST
S PARKWAY DR
S PARKWAY DR
S PARKWAY DR
S CUMMINGS DR
S RUSSELL ST

126.0313.00618
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Invoice

Live Edge Concepts TX

200 South Pkwy Alvarado, TX 76009

817-454-1796

DATE: April 3, 2023

BILL TO

City Manager:
City of Alvarado

FOR

Cemetary Clean Up

Details

AMOUNT

Fence Clearing, Tree Pruning & Debris Haul Off	\$15,000.00
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Any additional work will be upon esitmaton and approval by
ALL parties of this transaction.

SUBTOTAL	\$15,000.00
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TOTAL	\$15,000.00
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Make all checks payable to Colton Johnson

If you have any questions concerning this invoice, use the following contact information:

Colton Johnson at 817-454-1796

THANK YOU FOR YOUR BUSINESS!