

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
AUGUST 21, 2023
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, August 21, 2023 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER - Roll Call - Council determines excused/unexcused absence of members.

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

PROCLAMATIONS

1. 9-11 Proclamation sponsored by the Truitt-Bishop American Legion Post #426.
2. Junior Reserve Officers: Training Corps Month Proclamation
3. Johnson County Pioneer and Old Settlers Reunion Week

CONSENT AGENDA:

4. Consideration and action to approve minutes for the 7/17/23 City Council Meeting. (Walls)
5. Consideration and action to approve the 2023-24 Interlocal Cooperation Agreement for Dispatching Services between the City of Alvarado Police Department and Johnson County. (May)
6. Consideration and action to approve the 2023-24 Interlocal Cooperation Agreement for Dispatching Services between the City of Alvarado Marshal and Johnson County. (May)
7. Consideration and action to approve the 2023-24 Interlocal Cooperation

Regular City Council Meeting Agenda

August 21, 2023

Page 2

Agreement for Housing City of Alvarado Class C Misdemeanor Offenses in the Johnson County Jail between the City of Alvarado and Johnson County. (May)

8. Consideration and action to approve Ordinance 2023-0022 repealing the City of Alvarado Juvenile Curfew Ordinance. (Walls)
9. Consideration and action to approve Records Management Policy and name Records Management Official for the City of Alvarado. (Walls)
10. Consideration and action to approve Ordinance 2023-0024 to pass a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp. regarding the company's 2023 rate review mechanism filing. (DeBuff)

NEW BUSINESS:

11. Legislative Update (Dierker)
12. Consideration and action on the application of Torrez & Sons Real Estate, LLC represented by John Torrez for approval of the Rambler's Corner Addition final plat on 1.096 acres known as Tract 25 of the J. M. Ross Survey, Abstract 737, addressed at 450 E. Hwy 67. (French)
13. Public hearing, consideration and action to approve Ordinance 2023-0018 regarding Land Use Assumptions, Capital Improvement Plan, and Impact Fee Updates for the Alvarado Capital Improvement Program. (French)
14. Hold a public hearing, then consideration and action to approve Ordinance 2023-0019 regarding the application of Shabana Mallick with Superior Grocers, Inc. for approval of a specific use permit in the General Commercial (C-2) District for truck parking use on 1.1 acres known as Lot 2, Block 1 of the Gandhi Addition, addressed at 1163 W. Hwy 67 (and in the 600 Block of N. Parkway Drive). (LaQuinta Parking Lot) (French)
15. Consideration and action to award the bid for the Administration Building project located at 107 E. College Ave. Alvarado, Texas and authorize the City Manager to execute a construction contract for the work. (Suber)
16. Consideration and action to approve purchase of gun range building. (May)
17. Consideration and action to approve Ordinance 2023-0023 authorizing the issuance and sale of City of Alvarado Limited Tax Note, Series 2023; levying an annual ad valorem tax and providing for the security for and payment of said note; and enacting other provisions relating to the subject. (Cox)
18. Consider, discuss and take a roll call vote to propose an ad valorem tax rate \$0.811895 per \$100 valuation; set a public hearing for Monday, September 18, 2023 to receive comments concerning said proposed City of Alvarado 2023 tax rate; and set the time, date and place of the meeting at which the City Council will vote on said proposed tax rate of \$0.811895 per \$100 valuation as Monday, September 18, 2023 at 6:30 p.m., in the Council Chambers located at 104 W. College Avenue, Alvarado, Texas, and further authorizing the required public notices.(DeBuff)

Regular City Council Meeting Agenda

August 21, 2023

Page 3

EXECUTIVE SESSION:

EXECUTIVE SESSION: Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters: 1. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items: A. Any item listed on the agenda. B. Infrastructure update-Lone Oak Development. 2. §551.074 Personnel Matters. The City Council may convene in executive session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including deliberation regarding the following officers or employees: A. City Manager Evaluation.

RECONVENE OPEN SESSION:

19. Consideration of any action necessary as a result of items legally discussed in executive session.

COUNCIL COMMENTS:

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

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

ADJOURN

ACCESSIBILITY STATEMENT

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

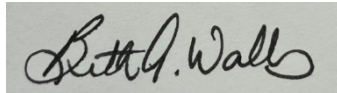
The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

Regular City Council Meeting Agenda

August 21, 2023

Page 4

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 August 18, 2023 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

A handwritten signature in black ink, reading "Beth A. Walls", is displayed on a light gray rectangular background.

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

9-11 PROCLAMATION

WHEREAS, on September 11, 2001, people of all ages and levels of society, across America and around the world, collectively witnessed an event of immense tragedy and the American people endured, with courage and heroism, the worst terrorist attack on U.S. soil in our nation's history; and

WHEREAS the events of that day instantly transformed everyone's lives through personal loss and others through an unfamiliar sense of individual and national vulnerability; and

WHEREAS, in response to this tragedy, an unprecedented historic bonding of Americans arose from the collective shock, unifying the country in an outpouring of national spirit, pride, selflessness, courage and service and Americans across the country came together in a remarkable spirit of patriotism and unity and conducted countless acts of kindness, generosity, and compassion; and

WHEREAS there were 2977 lives lost in the crashes, fires and collapse of the World Trade Twin Towers, the Pentagon, and the field in Pennsylvania: and

WHEREAS Congress enacted into law April 21, 2009, that each year on September 11 that be it proclaimed and recognized as an annual "National Day of Service and Remembrance"; and a commemoration be conducted each September 11 throughout the land to include:

- The promotion of global peace and goodwill.
- The demonstration of America's resolve and perseverance to win the war on terrorism.
- The advancement of responsible citizenship.
- The encouragement of patriotism and love of country; and
- The poignant remembrance of those innocent victims who died September 11, as heroes, everyone.

WHEREAS, participating in service and remembrance activities on September 11 is a positive and respectful way to remember the lives of the 343 firefighters, sixty police officers, eight paramedics who died instantly when the Twin Towers collapsed: and

WHEREAS we honor the servicemembers who, in the years that followed, answered the call to protect the lives of people here and abroad against terrorism; and

WHEREAS, Johnson County's Alvarado's Truitt-Bishop American Legion Post #426 Family, together with other military service organizations, community organizations and patriots from all walks of life began observing the anniversary of September 11th as a charitable day of service to honor the memory of those who were lost and those who united in response to the tragedy, including first-responders and volunteers; and

WHEREAS Twenty-Two years have passed and on September 11, 2023, and on the days leading up to and following this day, citizens of Johnson County, Texas have an opportunity to participate in activities that honor 9/11 victims and heroes by joining together in service projects to meet community needs.

NOW, THEREFORE, I, Mayor Jacob Wheat, do hereby proclaim September 11th a Day of Service and Remembrance in Alvarado and call upon the people of Alvarado to honor the lives and memories of those lost through the flying of the flag of the United States at half-staff, through moments of silence, as well as participation in community service and remembrance ceremonies on this day:

9/11 REMEMBRANCE DAY – ALVARADO PATRIOT DAY



Mayor, Jacob Wheat

J.R.O.T.C. CADET PROCLAMATION

- Whereas,** the Junior Reserve Officer's Training Corps (JROTC) helps prepare students to lead positive, productive and rewarding lives by teaching personal responsibility, enhancing leadership skills, experiencing the value of teamwork and discovering the benefits of self-confidence; and
- Whereas,** the outcomes of the JROTC program include the ability to act with integrity and personal accountability while leading others to succeed in a diverse and global workforce; to engage in civic and social concerns of the community, government and society; to graduate prepared to excel in postsecondary options; to make decisions that promote positive social, emotional and physical health; and to value the role of the military and other service organizations; and
- Whereas,** JROTC cadets are expected to demonstrate their sense of responsibility to the larger community through regular participation in service events; and
- Whereas,** JROTC cadets and units receive awards that recognize their loyalty, academic excellence, physical fitness, and citizenship among the many other organizations they participate with; and
- Whereas,** we recognize the dedication retired military personnel who share their wealth of experience and knowledge with these young men and women; and
- Whereas,** in Alvarado, Texas, we recognize the value and importance of the JROTC in assisting young people to become leaders and good citizens.
- Now, Therefore,** be it Resolved that I, Jacob Wheat, Mayor of Alvarado, Texas do hereby proclaim September 2023 as.

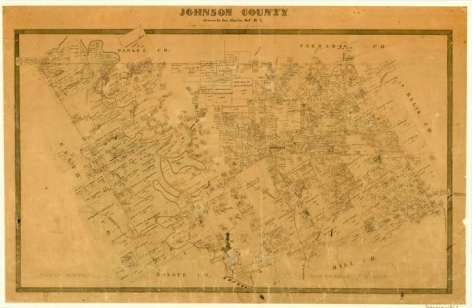
Junior Reserve Officers; Training Corps Month

And encourage all citizens to join me in this observance.

In Witness Whereof, I have hereunto set my hand and cause the seal of Alvarado, Texas to be affixed on this proclamation, done at the City Council meeting, this the Twenty-first day of August in the year of our Lord, Two Thousand Twenty-three.



Mayor, Jacob Wheat



THE STATE OF TEXAS

COUNTY OF JOHNSON

CITY OF ALVARADO

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PROCLAMATION

**JOHNSON COUNTY PIONEER AND OLD
SETTLER’S REUNION WEEK**

WHEREAS, the Johnson County Pioneer and Old Settler’s Reunion Association has been instrumental in preserving and honoring the history and heritage of our county, and

WHEREAS, the annual reunion organized by the association serves as a vital gathering for descendants, community members, and history enthusiasts to come together, share stories, and celebrate the legacy of our pioneers and old settlers, and

WHEREAS, the Johnson County Pioneer and Old Settler’s Reunion Association has consistently demonstrated exceptional dedication, passion, and leadership in promoting and preserving our local history, and

WHEREAS, the association’s efforts have fostered a sense of community, unity, and pride by bringing together individuals from all backgrounds to appreciate and learn from our shared past, and

WHEREAS, the reunion week provides an opportunity to educate, engage, and inspire present and future generations about the challenges, triumphs, and cultural heritage of those who shaped our county, and

WHEREAS, the Johnson County Pioneer and Old Settler’s Reunion Week has become a time-honored tradition that strengthens the bonds of our community and reinforces the importance of preserving our historical legacy,

NOW THEREFORE, BE IT RESOLVED THAT I, Jacob Wheat, Mayor, Lydia Moon, Mayor Pro-Tempore and City Council Members, Scott Arthur, Michael Bennett, Cherry Bryant, Beverly Short, and Kevin Thomas, City of Alvarado, Johnson County, Texas, do hereby proclaim the week of August 28 to September 3, 2023 as:

**“JOHNSON COUNTY PIONEER AND OLD
SETTLER’S REUNION WEEK”**

I encourage all community members to participate in the events, activities, and celebrations organized by the association during the special week. Let us come together to honor our pioneers and old settlers, celebrate our history, and ensure that their stories and contributions are forever cherished and remembered.

IN WITNESS WHEREOF, I hereto set my hand and cause the Seal of the City of Alvarado, Texas to be affixed on this, the 21st day of August, 2023.

Jacob Wheat, Mayor

Michael Bennett, Councilmember, Ward 1 Beverly Short, Councilmember, Ward 1

Cherry Bryant, Councilmember, Ward 2 Lydia Moon- Mayor Pro-Tem, Ward 2

Scott Arthur, Councilmember, Ward 3 Kevin Thomas, Councilmember, Ward 3

ATTEST: Beth A Walls, City Secretary

CITY OF ALVARADO
County of Johnson
State of Texas
7/17/2023
City Council Minutes.

The City Council of the City of Alvarado met in Regular Called Session on Monday, July 17, 2023 at 6:30 p.m. The following were present for roll call:

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

The following were absent for roll call:

Beverly Short	Councilperson
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Others Present:

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

Mayor Jacob Wheat call the meeting to order at 6:30 p.m. and Kevin Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- A citizen spoke to Council about concerns she has and another citizen spoke on upcoming events.

AGENDA ITEM #1

CONSENT AGENDA

CONSIDERATION AND ACTION TO APPROVE MINUTES FROM THE JUNE 26, 2023 REGULAR CITY COUNCIL MEETING.

Motion was made by Lydia Moon and seconded by Cherry Bryant to the Consent Agenda.

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

AGENDA ITEM #2

HOLD A PUBLIC HEARING AND CONSIDERATION AND ACTION ON THE APPLICATION OF MICHAEL PERCIFIELD WITH KEYS2MINISTRY ON BEHALF OF ALVARADO OLD PUEBLO LTD. REPRESENTED BY FLOYD BARTULA FOR APPROVAL OF A SPECIFIC USE PERMIT IN THE GENERAL COMMERCIAL (C-2) DISTRICT WITH THE FLOODPLAIN (FP) OVERLAY DISTRICT FOR PLACE OF WORSHIP USES ON 0.204 ACRES KNOWN AS TRACT 110 OF THE I. GLAZE SURVEY, A-313, ADDRESSED AT 200 N. PARKWAY DRIVE.

Mayor Wheat opened the public hearing at 6:43 p.m.

The Community Development Director explained that the Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Interstate Business, which generally includes big box retail and lifestyle shopping centers. This type of development is targeted to increase the non-residential tax revenue for the City and attract residents and visitors. Though the requested use will not increase tax revenue, the use is consistent with the Comprehensive Plan.

On July 11, 2023, the Planning and Zoning Commission recommended Council approve the request by a vote of five in favor zero opposed. Staff suggests the Council approval of the requested specific use permit.

Motion was made by Michael Bennett and seconded by Lydia Moon to approve Ordinance 2023-0017 approving a Specific Use Permit at 200 N. Parkway Drive.

The public hearing was closed at 6:47 p.m.

This motion supported 4 votes in approval, 1 abstention and 0 votes opposed. Motion carried.

AGENDA ITEM #3

CONSIDERATION AND ACTION APPROVING AN UPDATED SERVICE AGREEMENT WITH BUREAU VERITAS FOR ALL PLAN REVIEW AND INSPECTION SERVICES AVAILABLE INCLUDING INSPECTION OF SUBDIVISION CONSTRUCTION PLANS AND ONSITE SEWER FACILITIES.

The City currently uses Bureau Veritas for health inspections and back up inspections by two separate and limited-service agreements. The proposed service agreement combines these services into one agreement that includes all services available through Bureau Veritas. Approval of this service agreement means the City will only pay for services used and the City will have expanded services available to ensure proper inspections are performed in the event City personnel are unable to perform these services.

Motion was made by Michael Bennett and seconded by Lydia Moon to approve the agreement with Bureau Veritas and the City.

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

AGENDA ITEM #4

HOLD A PUBLIC HEARING AND CONSIDERATION AND ACTION APPROVING ORDINANCE # 2023- 0016, AMENDING THE ZONING ORDINANCE REGULATIONS IN CHAPTER 42 OF THE CODE OF ORDINANCES, RELATING TO SHORT-TERM/VACATION RENTAL, PARKING LOT OR PARKING GARAGE (TRUCK PARKING), AND SELF-STORAGE, MINI-WAREHOUSE USES. (FRENCH)

Mayor Wheat opened the public hearing at 6:52 p.m.

Regulations and districts in the Alvarado zoning ordinance are established in accordance with the comprehensive plan, for the purpose of promoting the health, safety, morals and welfare of the City. From time to time the City Council may find it necessary to amend the zoning regulations to address new uses and development trends. The attached ordinance has been prepared to address opportunities and threats that are of apparent interest within the City.

On July 11, 2023, the Planning and Zoning Commission recommended City Council approve Ordinance No. 2023-0016 by a vote of three in favor and two opposed with the condition that no specific use permit (SUP) requirement be placed on short-term rentals in the proposed ordinance. Staff initially drafted Ordinance 2023-0016 to only allow short-term rentals with Council approval of an SUP.

The public hearing was closed at 6:55 p.m.

Motion was made by Cherry Bryant and seconded by Michael Bennett to approve Ordinance 2023-0016, amending the zoning ordinance regulations in Chapter 42 of the Code of Ordinances relating to short-term/vacation rental parking lot or parking garage, and self-storage, mini-warehouse uses.

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

AGENDA ITEM #5**CONSIDERATION AND ACTION AUTHORIZING MAYOR JACOB WHEAT TO EXECUTE REFUSAL OF DELIVERY AND REJECTION OF CONVEYANCE OF OPEN SPACE LOTS IN THE PARKS OF ALVARADO ADDITION FROM THE DEVELOPER, LACKLAND LAND DEVELOPER, LTD. TO THE CITY OF ALVARADO. (FRENCH)**

Motion was made by Lydia Moon and seconded by Kevin Thomas to authorize the mayor to execute the refusal document.

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

AGENDA ITEM #6**CONSIDERATION AND ACTION TO APPROVE AN AGREEMENT WITH VERTOSOFT, INC. (MAY)**

The current records management system (Central Square OSSI) used by the police department has reached end of life. The Johnson County Consortium has selected SOMA Global to provide an RMS solution (Vertosoft). Johnson County is funding the implementation and first year of service. After the first year, the City of Alvarado will be responsible for funding the new RMS.

Motion was made by Lydia Moon and seconded by Michael Bennett to approve the agreement with Vertosoft, Inc.

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

AGENDA ITEM #7**CONSIDERATION AND ACTION REGARDING PROPOSED CHANGES TO THE MONTHLY SUBSIDY PROVIDED TO EMPLOYEES FOR DEPENDENT COVERAGE. (WALLS)**

Currently the City subsidizes dependent coverage for medical insurance at the rate of \$300 per month. There is no distinction between child coverage and family coverage. That amount covers 36.74% of the Child premium, 31.31% of the Spouse premium and 16.91% of the Family premium. Staff proposed to increase the subsidy to 36.74% for all coverage tiers. After a discussion of how other area cities subsidized this coverage, a motion was made to increase that amount to 50%.

Motion was made by Lydia Moon and seconded by Kevin Thomas to increase the benefit subsidy to 50% of dependent coverage premium for each coverage tier.

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

AGENDA ITEM #8

CONSIDERATION AND ACTION TO APPROVE RESOLUTION R2023-0012, DESIGNATING THE CITY MANAGER AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE CITY OF ALVARADO IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM. (SUBER)

The City of Alvarado is working with Blais and Associates (Grant Consultant) to prepare the Texas Parks and Wildlife (TPWD), Local Park Grant Program application prior to the deadline submittal date of August 1, 2023. This grant program assists local units of government with the acquisition and/or development of public recreation areas and facilities for municipalities, with less than a 20,000 population. Once funded, the grant assisted site must be dedicated as parkland in perpetuity, properly maintained and open to the public. The program also offers fifty percent (50%) match, on a reimbursement basis, with a maximum funding amount of \$150,000.

Paul DeBuff, City Manager, will be the designated applicant (on behalf of the City) for the TPWD grant program. The City is eligible to participate in the program and the City's matching share are to be available at the time of application. In addition, Parkway Park (located at 100 S. Parkway) has also been designated as the site for development of a splash pad.

Motion was made by Lydia Moon and seconded by Michael Bennett to approve Resolution R2023-0012.

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

EXECUTIVE SESSION

Council convened into executive session at 7:21 p.m. for the following items:

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.**

- B. RECIPROCAL NON-DISCLOSURE AGREEMENT •**

2. § 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS. THE CITY COUNCIL MAY CONVENE IN EXECUTIVE SESSION TO DISCUSS OR DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY, OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR TO DELIBERATE THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT DESCRIBED ABOVE.

A. DISCUSS REQUEST FOR INCENTIVES RELATED TO PROPOSED PROJECT TREK.

Mayor Wheat reconvened regular session at 7:55 p.m.

AGENDA ITEM #9

RECONVENE INTO OPEN SESSION TO TAKE ACTION NECESSARY AS A RESULT OF ITEMS LEGALLY DISCUSSED IN EXECUTIVE SESSION.

Motion was made by Lydia Moon and seconded by Scott Arthur to approve action as discussed in executive session.

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

There being no further business, the Mayor adjourned the meeting at 7:59 p.m.

Passed and approved this the 21st day of August, 2023.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD



CHRISTOPHER BOEDEKER
JOHNSON COUNTY JUDGE
2 NORTH MAIN STREET, ROOM 120
CLEBURNE, TEXAS 76033

Paula Reid
Office Administrator
Rexann Knowles
Budget Coordinator
Rachel Sittler
Court Clerk
Kay Anderson
Receptionist

July 20, 2023

Please find enclosed 2 copies of the Interlocal Cooperation Agreement for Dispatching Services for Budget Year 2023-2024, with Exhibit A. Please present this agreement at your next Council or Board meeting for approval.

Return both signed Agreements to Johnson County using the address listed above as soon as possible so that the Commissioners Court may approve the Agreement. A fully executed Agreement will be returned to you for your records once it has been approved in Commissioners Court.

Please let me know if you have any questions.

Sincerely,

Paula Reid



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2023-2024**

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

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

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

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

C. Scope of Service:

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

ARTICLE II – PAYMENTS

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

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

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

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

ARTICLE IV – INDEMNIFICATION

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

ARTICLE V – FORCE MAJEURE

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

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

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2024. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity’s duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY’S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

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

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

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

JOHNSON COUNTY

Christopher Boedeker
County Judge

Date

Adam King
County Sheriff

Date

Attest:

April Long
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES 2023-2024 BUDGET

Total Personnel Cost for Dispatch 2022-2023 \$1,793,181.62
25% of total personnel cost: \$448,295.41

Calls for Service 07-01-2022 00:00:00 - 06-30-2023 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	3735	3581	154
Alvarado Marshal	1	1	0
Alvarado ISD	109	109	0
Joshua PD	2305	2207	98
Godley PD	2715	2647	68
Grandview PD	1388	1322	66
Rio Vista PD	701	607	94
Venus PD	5089	4926	163
Keene PD	3118	2901	217
Joshua ISD PD	263	257	6
Rio Vista ISD	17	15	2
Venus ISD PD	39	38	1
Keene ISD PD	21	21	0
Total		18632	

Formual Amount= 100/ 18632 0.00536711

Percentage of Calls For Service

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

Alvarado PD	19.2196
Alvarado Marshal	0.0054
Alvarado ISD	0.5850
Joshua PD	11.8452
Godley PD	14.2067
Grandview PD	7.0953
Rio Vista PD	3.2578
Venus PD	26.4384
Keene PD	15.5700
Joshua ISD PD	1.3793
Rio Vista ISD	0.0805
Venus ISD PD	0.2040
Keene ISD PD	0.1127

EXHIBIT "A"
DISPATCH FEES 2023-2024 BUDGET

Total Cost to Agency

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

Alvarado PD	\$86,160.68
Alvarado Marshal	\$24.06
Alvarado ISD	\$2,622.60
Joshua PD	\$53,101.54
Godley PD	\$63,688.17
Grandview PD	\$31,807.99
Rio Vista PD	\$14,604.73
Venus PD	\$118,522.07
Keene PD	\$69,799.54
Joshua ISD PD	\$6,183.55
Rio Vista ISD	\$360.91
Venus ISD PD	\$914.30
Keene ISD PD	\$505.27
Total	\$448,295.41



CHRISTOPHER BOEDEKER
JOHNSON COUNTY JUDGE
2 NORTH MAIN STREET, ROOM 120
CLEBURNE, TEXAS 76033

Paula Reid
Administrative Assistant
Rexann Knowles
Budget Coordinator
Rachel Sittler
Secretary
Kay Anderson
Receptionist

July 3, 2023

Please find enclosed an Interlocal Cooperation Agreement (2 originals) for the housing of your City's Class C Misdemeanor Offenses in the Johnson County Jail. The Agreement is effective from October 1, 2023 to September 30, 2024 and reflects the rate beginning October 1, 2023. Please present the agreement at your next Council or Board meeting for approval. Complete the billing address on page 5, fill in the names and addresses for notices on page 9, and complete the appropriate names and signatures on page 12.

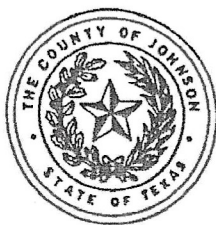
Please return both signed Agreements to Johnson County to the address at the top of this letter as soon as possible so that the Commissioners Court may approve the Agreement. A fully executed Agreement will be returned to you for your records once it has been in approved in Commissioners Court.

Please let me know if you have any questions.

Sincerely,

Paula Reid

Administrative Assistant to
County Judge Christopher Boedeker



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR HOUSING CITY'S CLASS C MISDEMEANOR PRISONERS
FOR BUDGET YEAR 2023-2024**

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

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

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

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

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

SECTION 1. FACILITIES

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

SECTION 2. GENERAL DUTIES OF COUNTY

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

SECTION 3. MEDICAL SERVICES

- 3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an

amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical expenses greater than two hundred fifty dollars (\$250.00) for any one prisoner.

- 3.2 **Excluded from Per-day Rate.** The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner.

- 3.3 **Prisoner Primarily Responsible for Costs.** Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received.

- 3.4 **City to be Contacted.** When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Chief of Police or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.

- 3.5 **Costs Billed to City.** It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed \$2,000.00, the County has the right, after notification of the Chief of Police or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.

- 3.6 **Medical Information.** The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement,

including information regarding any special medication, diet or exercise regimen applicable to each prisoner.

SECTION 4. TRANSPORTATION AND OFF-SITE SECURITY

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

SECTION 5. AVAILABLE JAIL SPACE

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

**SECTION 6.
PAYMENTS**

- 6.1 **Per-day Rate.** The per-day rate for detention services under this Agreement is \$69.94 per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four-hour (24) period.
- 6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

Police Department

Name of City

Street Address or P. O. Box

City, State and Zip Code

Email Address

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

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

Amounts which are not timely paid in accordance with the above procedure shall bear interest at
Interlocal Cooperation Agreement for Housing City's Class
C Misdemeanor Prisoners for Budget Year 2023-2024

Page 5 of 12

the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the City under this Agreement.

SECTION 7.

TERM

- 7.1 **Term.** The term of this Agreement shall be from October 1, 2023 through September 30, 2024.

SECTION 8.

PRISONER SENTENCES

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

SECTION 9.

CONFINEMENT PROCEDURES

- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by

facsimile once every 24 hours of all City prisoners in custody. This shall be done either by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

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

SECTION 10. LIAISON OFFICERS

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

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

SECTION 11. LIABILITY

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

SECTION 12. NOTICE

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

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

Name

Street Address or P. O. Box

City, State and Zip Code

Email Address

With a copy to:

Name

Street Address or P. O. Box

City, State and Zip Code

Email Address

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

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

With copies to:

Interlocal Cooperation Agreement for Housing City's Class
C Misdemeanor Prisoners for Budget Year 2023-2024

Page 9 of 12

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

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

SECTION 13. TERMINATION

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

SECTION 14. MISCELLANEOUS PROVISIONS

- 14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.
- 14.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No

prior agreement or understanding pertaining to any such matter shall be effective.

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

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

CITY

Signature

Date: _____

Printed Name
City Manager or Mayor

Attest:

Signature

Date: _____

Printed Name
City Secretary

JOHNSON COUNTY

Christopher Boedeker, County Judge

Date: _____

Adam King, Sheriff

Date: _____

Attest:

April Long, County Clerk

ORDINANCE NO. 2023-0022

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS REPEALING ARTICLE III, “CURFEW HOURS FOR JUVENILES,” OF CHAPTER 24, “OFFENSES,” OF THE ALVARADO CODE PURSUANT TO H.B. 1819 ADOPTED BY THE TEXAS LEGISLATURE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a home rule municipality located in Johnson County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City previously adopted regulations imposing curfew restrictions for certain individuals; and

WHEREAS, the Texas Legislature in its 88th regular session adopted H.B. 1819 which prohibits any municipality from adopting or enforcing any measure that imposes a curfew to regulate the movements or actions of persons younger than 18 years of age; and

WHEREAS, the City Council has determined that in order to comply with H.B. 1819 the regulations previously adopted applying a curfew should be repealed.

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

SECTION 1.

Article III, “Curfew Hours for Juveniles,” of Chapter 24, “Offenses,” of the Alvarado Code, is hereby repealed in its entirety and Article III, Secs. 24-47—24-75 are hereby amended to read as follows:

“Article III. – Reserved.

Secs. 24-47—24-75. – Reserved.”

SECTION 2. CUMULATIVE CLAUSE

This Ordinance shall be and is hereby cumulative of all provisions of Ordinances of the City of Alvarado, Texas, and this Ordinance shall not operate to repeal or affect any such other Ordinances except insofar as the provision thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event, such conflicting provisions, if any, in such Ordinance or Ordinances are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE

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.
EFFECTIVE DATE**

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

PASSED AND APPROVED by the City Council of the City of Alvarado, Texas on this twenty-first day of August, 2023.

CITY OF ALVARADO, TEXAS

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary



City Council Meeting Management Report

Meeting Date: August 21, 2023

Contact: Beth A Walls

AGENDA ITEM:

Consideration and action to approve Records Management Policy and name Records Management Official for the City of Alvarado. (Walls)

BACKGROUND & FINDINGS:

We were contacted by Sahar Arafat-Ray the Government Information Analyst and Compliance Contact for Johnson County at TSLAC. A compliance audit for the county found that the City of Alvarado is, unfortunately, out of compliance with the [Local Government Records Act](#) (LGRA). The last record on file is from 2017 when Debbie Thomas, City Secretary, was designated RMO. The Records Management Policy (RMP), dated 1991, designated the City Secretary as the RMO for the City of Alvarado.

For Alvarado to become compliant with the LGRA, there are a few steps that the city will need to take:

1. [A SLR 508 Declaration of Compliance](#). This form is for the designated RMO for Alvarado to sign stating that they will comply with the LGRA and pertinent Local Government Codes (LGC) and follow the recommended retention schedules for municipalities. **(See list below)**. *It must be signed by the RMO with an original signature, not computer-generated.*
2. [A SLR 504 Designation of Local Government Records Management Officer \(RMO\)](#). This is for the person who is designated as RMO to fill out. Whenever the person designated as RMO changes, the next person will only need to fill out this form and send it back to TSLAC within 30 days of them taking over as RMO. *It must be signed by the RMO with an original signature, not computer-generated.*

FINANCIAL IMPACT:

None

RECOMMENDATION:

Staff recommends City Council approve the Records Management Policy and designate the City Secretary as the Records Management Officer.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

City of Alvarado
RECORDS MANAGEMENT POLICY

The Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and the City of Alvarado desires to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; now therefore:

SECTION 1. DEFINITION OF RECORDS OF THE City of Alvarado. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the City of Alvarado or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of the City of Alvarado and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. RECORDS DECLARED PUBLIC PROPERTY. All records as defined in Sec. 1 of this plan are declared to be the property of the City of Alvarado. No official or employee of the City of Alvarado has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3. POLICY. It is declared to be the policy of the City of Alvarado to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the CITY OF ALVARADO.

SECTION 4. RECORDS MANAGEMENT OFFICER. The City Secretary will serve as Records Management Officer for the City of Alvarado as provided by law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act.

SECTION 5. RECORDS CONTROL SCHEDULES. Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in City of Alvarado, as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Commission. Any destruction of records of the City of Alvarado will be in accordance with these schedules and the Local Government Records Act.



SLRM
STATE AND LOCAL
RECORDS
MANAGEMENT

Form SLR 508 – Declaration of Compliance

with the Records Scheduling Requirement
of the Local Government Records Act

Part 1: Records Management Officer (RMO) Contact

CAUTION: Before filling out this form, make sure the records management policy approved by your governing body under Local Government Code (LGC) §203.026 designates your position as the Records Management Officer (RMO). If the position or person designated as RMO in the policy has changed, submit a new policy with this form.

RMO Name:		Local Government Name:	
Beth A Walls		City of Alvarado	
RMO Title and Position Designated in Policy:		Mailing Address:	
City Secretary/Director of HR		104 College Ave	
Business Email Address:	Phone Number:	City:	Zip Code:
wallsb@cityofalvarado.org	8177903351ext114	Alvarado	76009

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Part 2: Local Government Certification

As records management officer, I understand I shall assist in establishing and developing policies and procedures for the records management program for the local government and ensure compliance with duties of records management officer (LGC §203.023), Electronic Standards and Procedures (LGC §205.002); and Microfilming Standards and Procedures (LGC §204.002).

I hereby declare records control schedules have been prepared for all records as required by LGC §203.041(a). I certify the schedules comply with the minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission (as checked below) and no retention period on the records control schedules is less than a retention period prescribed by a state or federal law, regulation, or rule of court.

I declare this local government complies with the following retention schedules:

- | | |
|---|---|
| ☒ Schedule GR (Records Common to All Governments) | ☐ Schedule LC (Justice and Municipal Courts Records) |
| ☐ Schedule CC (Records of County Clerks) | ☐ Schedule PS (Records of Public Safety Agencies) |
| ☐ Schedule DC (Records of District Clerks) | ☐ Schedule PW (Records of Public Works and Services) |
| ☐ Schedule EL (Elections & Voter Registration Records) | ☐ Schedule SD (Records of Public School Districts) |
| ☐ Schedule HR (Records of Public Health Agencies) | ☐ Schedule TX (Records of Property Taxation) |
| ☐ Schedule JC (Records of Public Junior Colleges) | ☐ Schedule UT (Records of Utility Services) |

RMO Signature:	Date:
<i>Beth A. Walls</i>	08/09/2023

For use by Texas State Library and Archives Commission Staff Only

This Declaration of Compliance has been accepted for filing:

- ☐ pursuant to Local Gov. Code §§203.025 and 203.041(a)(2). A record appearing on a valid records control schedule may be disposed of at the expiration of its retention period without additional notice to the director and librarian as described in §202.001(a)(1), subject to the provisions of §203.041(d)
- ☐ subject to the conditions stated in the accompanying letter.

Name:	Title:	Signature:	Date:
Megan Carey	RMA Manager		



SLRM
STATE AND LOCAL
RECORDS
MANAGEMENT

Form SLR 504 – Designation of Local Government Records Management Officer For non-elected offices in Texas

Submitted pursuant to Local Government Code §203.025

Before filling out this form, ensure that the Records Management policy approved by your governing body under Local Government Code, §203.026 has designated your position as the Records Management Officer (RMO). If the position in the policy has changed, or if the policy names an individual who is no longer serving as RMO, a new policy must be filed with this form.

Records Management Officer (RMO) Contact Information:

Name of Local Government: City of Alvarado

Position/Title Designated in Policy: City Secretary

Name of Individual Designated as RMO: Beth A. Walls

Mailing Address: 104 College Ave

City: Alvarado Zip Code: 76009

Business email: wallsb@cityofalvarado.org Phone: 8177903351 ext 114

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RMO Signature: Beth A. Walls Date: 08/09/2023

Please mail original, signed form within 30 days of RMO change to:

State and Local Records Management Division
Texas State Library and Archives Commission
P.O. Box 12927
Austin, TX 78711-2927

Access and download forms, publications and retention schedules
on our website: <https://www.tsl.texas.gov/slrmblog/>

For more assistance: 512-463-7610
slrminfo@tsl.texas.gov

August 2, 2023

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2023, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2022, entitled it to additional system-wide revenues of \$165.9 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$156.1 million, \$113.8 million of which would be applicable to ACSC members. After reviewing the filing and conducting discovery, ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$130.9 million instead of the claimed \$156.1 million.

After several settlement meetings, the parties have agreed to settle the case for \$142 million. This is a reduction of \$23.9 million to the Company’s initial request. This includes payment of ACSC’s expenses. The settlement also includes an additional \$19.5 million for the securitization regulatory asset expenses related to Winter Storm Uri. This was previously approved by the Texas Legislature and Railroad Commission. The Effective Date for new

rates is October 1, 2023. ACSC members should take action approving the Resolution/Ordinance before September 30, 2023.

RATE TARIFFS

Atmos generated rate tariffs attached to the Resolution/Ordinance will generate \$142 million in additional revenues. Atmos also prepared a Proof of Revenues supporting the settlement figures. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$6.47 on a monthly basis, or 7.31%. The increase for average commercial usage will be \$24.72 or 5.19%. Atmos provided bill impact comparisons containing these figures.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM.

Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on October 1, 2023, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates.

Comparison to Other Mid-Tex Rates (Residential)

	<u>Average Bill</u>	<u>Compared to RRM Cities</u>
RRM Cities:	\$42.62	-
DARR:	\$42.55	(\$0.07)
ATM Cities:	\$44.39	\$1.77
Environs:	\$44.27	\$1.65

Note: ATM Cities and Environs rates are as-filed. Also note that DARR uses a test year ending in September rather than December.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution/Ordinance.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$142 million on a system-wide basis.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution/Ordinance approving new rate tariffs.
7. This section repeals any resolution or ordinance that is inconsistent with the Resolution/Ordinance.

8. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
9. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution/Ordinance. This section further directs that the remaining provisions of the Resolution/Ordinance are to be interpreted as if the offending section or clause never existed.
10. This section provides for an effective date upon passage.
11. This section directs that a copy of the signed Resolution/Ordinance be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$165.9 million in additional system-wide revenues, the RRM settlement at \$142 million for ACSC members reflects substantial savings to ACSC cities. Settlement at \$142 million is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution/Ordinance before September 30, 2023. New rates become effective October 1, 2023.

ORDINANCE NO. 2023-0024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Alvarado, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the

Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about March 31, 2023 Atmos Mid-Tex filed its 2023 RRM rate request with ACSC Cities based on a test year ending December 31, 2022; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2023 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$142 million on a system-wide basis with an Effective Date of October 1, 2023; and

WHEREAS, ACSC agrees that Atmos plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications; and

WHEREAS, the RRM Tariff includes Securitization Interest Regulatory Asset amount of \$19.5 million;

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$142 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2023 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$142 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

Section 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of ACSC in processing the Company's 2023 RRM filing.

Section 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 8. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 9. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 10. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2023.

Section 11. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 21ST DAY OF SEPTEMBER, 2023.

Jacob Wheat, Mayor

ATTEST:

Beth A Walls, City Secretary

APPROVED AS TO FORM:

City Attorney

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
1	Rate R @ 43.6 Ccf				
2	Customer charge	\$ 21.55			
3	Consumption charge 43.6 CCF X \$ 0.36223 =	15.79			
4	Rider GCR Part A 43.6 CCF X \$ 0.63625 =	27.74			
5	Rider GCR Part B 43.6 CCF X \$ 0.41732 =	18.20			
6	Subtotal	\$ 83.28			
7	Rider FF & Rider TAX \$ 83.28 X 0.06237 =	5.19			
8	Total	\$ 88.47			
9					
10	Customer charge		\$ 22.25		
11	Consumption charge 43.6 CCF X \$ 0.48567 =		21.18		
12	Rider GCR Part A 43.6 CCF X \$ 0.63625 =		27.74		
13	Rider GCR Part B 43.6 CCF X \$ 0.41732 =		18.20		
14	Subtotal		\$ 89.37		
15	Rider FF & Rider TAX \$ 89.37 X 0.06237 =		5.57		
16	Total		\$ 94.94	\$ 6.47	7.31%
17					

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
18	Rate C @ 356.6 Ccf				
19	Customer charge	\$ 63.50			
20	Consumption charge 356.6 CCF X \$ 0.14137 =	50.41			
21	Rider GCR Part A 356.6 CCF X \$ 0.63625 =	226.86			
22	Rider GCR Part B 356.6 CCF X \$ 0.30202 =	107.69			
23	Subtotal	\$ 448.46			
24	Rider FF & Rider TAX \$ 448.46 X 0.06237 =	27.97			
25	Total	<u>\$ 476.43</u>			
26					
27	Customer charge		\$ 72.00		
28	Consumption charge 356.6 CCF X \$ 0.18280 =		65.18		
29	Rider GCR Part A 356.6 CCF X \$ 0.63625 =		226.86		
30	Rider GCR Part B 356.6 CCF X \$ 0.30202 =		107.69		
31	Subtotal		\$ 471.73		
32	Rider FF & Rider TAX \$ 471.73 X 0.06237 =		29.42		
33	Total		<u>\$ 501.15</u>	\$ 24.72	5.19%
34					

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description							Current	Proposed	Change	
										Amount	Percent
	(a)							(b)	(c)	(d)	(e)
35	<u>Rate I @ 1720 MMBTU</u>										
36	Customer charge							\$ 1,204.50			
37	Consumption charge	1,500	MMBTU	X	\$	0.4939	=	740.85			
38	Consumption charge	220	MMBTU	X	\$	0.3617	=	79.64			
39	Consumption charge	0	MMBTU	X	\$	0.0776	=	-			
40	Rider GCR Part A	1,720	MMBTU	X	\$	6.2134	=	10,688.12			
41	Rider GCR Part B	1,720	MMBTU	X	\$	0.6267	=	1,078.08			
42	Subtotal							\$ 13,791.19			
43	Rider FF & Rider TAX	\$13,791.19		X		0.06237	=	860.17			
44	Total							<u>\$ 14,651.36</u>			
45											
46	Customer charge								\$ 1,382.00		
47	Consumption charge	1,500	MMBTU	X	\$	0.7484	=		1,122.62		
48	Consumption charge	220	MMBTU	X	\$	0.5963	=		131.30		
49	Consumption charge	0	MMBTU	X	\$	0.2693	=		-		
50	Rider GCR Part A	1,720	MMBTU	X	\$	6.2134	=		10,688.12		
51	Rider GCR Part B	1,720	MMBTU	X	\$	0.6267	=		1,078.08		
52	Subtotal								\$ 14,402.12		
53	Rider FF & Rider TAX	\$14,402.12		X		0.06237	=		898.28		
54	Total								<u>\$ 15,300.40</u>	<u>\$ 649.04</u>	<u>4.43%</u>
55											

**ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2022**

Line No.	Description	Current	Proposed	Change	
				Amount	Percent
	(a)	(b)	(c)	(d)	(e)
56	Rate T @ 4720 MMBTU				
57	Customer charge	\$ 1,204.50			
58	Consumption charge 1,500 MMBTU X \$ 0.4939 =	740.85			
59	Consumption charge 3,220 MMBTU X \$ 0.3617 =	1,164.50			
60	Consumption charge 0 MMBTU X \$ 0.0776 =	-			
61	Rider GCR Part B 4,720 MMBTU X \$ 0.6267 =	2,957.85			
62	Subtotal	\$ 6,067.70			
63	Rider FF & Rider TAX \$ 6,067.70 X 0.06237 =	378.45			
64	Total	<u>\$ 6,446.15</u>			
65					
66	Customer charge		\$ 1,382.00		
67	Consumption charge 1,500 MMBTU X \$ 0.5684 =		852.60		
68	Consumption charge 3,220 MMBTU X \$ 0.4163 =		1,340.29		
69	Consumption charge 0 MMBTU X \$ 0.0893 =		-		
70	Rider GCR Part B 4,720 MMBTU X \$ 0.6267 =		2,957.85		
71	Subtotal		\$ 6,532.74		
72	Rider FF & Rider TAX \$ 6,532.74 X 0.06237 =		407.45		
73	Total		<u>\$ 6,940.19</u>	<u>\$ 494.04</u>	<u>7.66%</u>

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2022

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark -						
	Fiscal Year 2023 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 1,434,339	\$ (518,336)	\$ 2,336,419	\$ (2,678,818)	\$ 267,917	
2	Allocation Factor	44.92%	44.92%	78.74%	78.74%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,336	\$ (232,848)	\$ 1,839,667	\$ (2,109,267)	\$ 267,917	\$ 409,804
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	78.60%	78.60%	39.63%	39.63%	11.00%	
8							
9	Summary of Costs to Approve (1):						
10	Total Pension Account Plan	\$ 506,464		\$ 729,006			\$ 1,235,469
11	Total Post-Employment Benefit Plan		\$ (183,024)		\$ (835,840)		(1,018,864)
12	Total Supplemental Executive Benefit Plan					\$ 29,471	29,471
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 506,464	\$ (183,024)	\$ 729,006	\$ (835,840)	\$ 29,471	\$ 246,076

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 22.30 per month
Commodity Charge – All <u>Ccf</u>	\$0.48567 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.46724 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 72.00 per month
Rider CEE Surcharge	(\$ 0.02) per month ¹
Total Customer Charge	\$ 71.98 per month
Commodity Charge – All Ccf	\$ 0.18280 per Ccf ²

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

²The commodity charge includes the base rate amount of \$0.16437 per Ccf and Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.01843 per Ccf until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.7484 per MMBtu ¹
Next 3,500 MMBtu	\$ 0.5963 per MMBtu ¹
All MMBtu over 5,000 MMBtu	\$ 0.2693 per MMBtu ¹

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees

¹ The tiered commodity charges include the base rate amounts of \$0.5684, \$0.4163, and \$0.0893 per MMBtu, respectively, plus Securitization Regulatory Asset amounts related to financing costs in the amount of \$0.1800 per MMBtu until recovered.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx.plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,382.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.5684 per MMBtu
Next 3,500 MMBtu	\$ 0.4163 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0893 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2023	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.51	0.1415	88.91	0.7010
Austin	8.87	0.1213	213.30	0.7986
Dallas	12.54	0.2007	185.00	0.9984
Waco	8.81	0.1325	125.26	0.7313
Wichita Falls	10.36	0.1379	122.10	0.6083

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.



City Council Meeting Management Report

Meeting Date: August 21, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action on the application of Torrez & Sons Real Estate, LLC represented by John Torrez for approval of the Rambler's Corner Addition final plat on 1.096 acres known as Tract 25 of the J. M. Ross Survey, Abstract 737, addressed at 450 E. Hwy 67.

BACKGROUND & FINDINGS:

The preliminary plans for the Rambler's Corner Addition were originally submitted in 2021, and City personnel have been working through various revisions and submittals of the plans. The final plat was submitted and deemed administratively complete on July 26, 2023. Per Section 34-36.c of the Alvarado subdivision ordinance, the City Council shall:

- (1) Act within 30 days after the filing of the final plat and engineering plans,
- (2) Submit one of the following recommendations to the City Council.
 - a. Approve.
 - b. Approve with conditions
 - c. Disapprove (with detailed explanation)

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On August 8, 2023, the Planning and Zoning Commission recommended Council approve the final plat with condition listed in the attached approval letter consistent with the suggestion of the Development Review Committee (DRC).

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

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



PLAT APPLICATION

Office Use Only

Clerk: _____ Project#: 2023-0521
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 _____

Total Lots 1 Total Acres 1.096 Current Zoning _____

Subdivision Name Ramblers Corner Lots 1 Block(s) A

Survey Name(s) J.M. Ross Survey Abstract No.(s) 737 Tract(s) 3

Address/Location 450 E U.S. Hwy 67, Alvarado TX 76009

Applicant

Company or Name Torrez & Sons Real Estate, LLC

Contact Name John Torrez

Address PO BOX 961 City Waxahachie State TX Zip 75168

Telephone 214-980-1443 Email Office@integrapremier.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.

John Torrez
Signature of Applicant, Owner, or Authorized Agent

06/15/2023
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

August 8, 2023

Torrez & Sons Real Estate, LLC
Attn: John Torrez
PO Box 961
Waxahachie, TX 75168
214.980.1443
office@integrapremier.com

Re: Lot 1, Block A of the Rambler's Corner Addition Final Plat

Dear Mr. Torrez,

This letter is to inform you that on August 8, 2023, the Alvarado City Planning and Zoning Commission recommended conditional approved the final plat and subdivision construction plans for the Rambler's Corner 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. 34-66(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.
2. 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, (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.
3. 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. 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. 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.

4. 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.
5. 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.
6. 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.
7. 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.

8. 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.
9. 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

1. Payment of \$650 for initial inspection of the sanitary sewer extension is required prior to the recording of the final plat, and any re-inspections require additional payment equal to \$75 per inspection hour.
2. A two-year maintenance warranty for the sanitary sewer extension is required prior to acceptance of the public improvements.
3. A maintenance bond equal to 100% of the sanitary sewer improvement's valuation is required prior to acceptance of the public improvements.
4. Three (3) paper sets and one (1) sepia set of as-built plans, checked and corrected by subdivider's engineer within 60 days after completion of each contract. (Subdivider shall have an engineer project-managing construction.)
5. DWG files for GIS mapping of public infrastructure are required prior to acceptance of the public improvements.
6. Submittal requirements shall be in accordance with approved civil plans and/or NCTCOG standard specifications for public infrastructure.
7. Informational comment – No building permit or public utility service shall be provided until the subdivision construction plans pass final inspection.
8. Informational comment – Impact fees in effective at time of this letter are due prior to issuance of the building permit.

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



City Council Meeting Management Report

Meeting Date: August 21, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action on Land Use Assumptions, Capital Improvement Plan, and Impact Fee Updates for the Alvarado Capital Improvement Program.

BACKGROUND & FINDINGS:

On June 14, 2023, the Alvarado Capital Improvement Program Advisory Committee, that was appointed by City Council, held a public hearing at which the Committee was presented with Land Use Assumptions, Capital Improvement Plan, and Impact Fee Updates.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On June 14, 2023, the Alvarado Capital Improvement Program Advisory Committee recommended City Council approve the presented land use assumptions, capital improvement plan, and the maximum assessable fees for water, wastewater, roadway service area 1, and roadway service area 2.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Public Hearing Notice on Land Use Assumptions & CIP

Public Hearing Notice on Impact Fee Ordinance

Draft Impact Fee Ordinance No. 2023-0018

ORDINANCE NO. 2023-0018

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, ADOPTING, IMPOSING, AND ESTABLISHING WATER, WASTEWATER, AND ROADWAY IMPACT FEES ON NEW DEVELOPMENT IN THE CITY LIMITS AND EXTRATERRITORIAL JURISDICTION TO THE EXTENT ALLOWED BY LAW; ADOPTING ASSESSMENT AND COLLECTION RATES FOR WATER, WASTEWATER, AND ROADWAY IMPACT FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, new development causes and imposes increased demands on City public facilities, services, and roadways; and

WHEREAS, to the extent new development places demands upon the public facility infrastructure, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public at large to the developments creating the demands for them; and

WHEREAS, the City Council, after careful consideration of the matter, hereby finds and declares that roadway, water, and wastewater impact fees imposed upon development to finance specified roadway, water and wastewater facilities in the City, the demand for which is created by such development, are in the best interests of the general welfare of the City and its residents, are equitable, and do not impose an unfair burden on such development; and

WHEREAS, the amount of the roadway, water, and wastewater impact fees to be imposed shall be determined by the cost of the additional public facilities needed to support such new development, which public facilities shall be identified in a capital improvements plan; and

WHEREAS, the Texas Local Government Code, Chapter 395, as amended, provides a procedure enabling municipalities to enact impact fees; and

WHEREAS, the Capital Improvement Program Advisory Committee has filed its written comments regarding the proposed roadway, water, and wastewater impact fees with the City Council; and

WHEREAS, on August 21, 2023, the City Council conducted a public hearing, after compliance with all legal prerequisites, the City Council approved and adopted the land use assumptions and roadway, water, and wastewater capital improvements plans; and

WHEREAS, on August 21, 2023, the City Council conducted a public hearing, after compliance with all legal prerequisites, to consider imposing roadway, water, and wastewater impact fees within the designated service areas; and

WHEREAS, the land use assumptions and roadway, water, and wastewater capital improvements plan was developed by qualified professionals using generally accepted engineering and planning practices in accordance with Chapter 395 of the Texas Local Government Code; and

WHEREAS, the imposition of roadway impact fees ensures that development bears a proportionate share of the cost of roadway facilities necessary to accommodate such development; and

WHEREAS, the report dated June 2023, prepared by Birkhoff, Hendricks & Carter LLP, entitled Water & Wastewater, Roadway Impact Fee Update sets forth reasonable methodologies and analyses for the determination of the impact of new development on the need for costs for additional roadway, water, and wastewater facilities in the City of Alvarado, and are in accordance with the provisions of Chapter 395 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the City has complied with Chapter 395 in the notice, adoption, promulgation and methodology necessary to adopt impact fees.

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

SECTION 1. *Adoption of Whereas Clauses.* All the above whereas clauses and the premises stated in them are hereby found to be true and correct legislative and factual findings of the City Council and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. *Land Use Assumptions and Capital Improvements Plans Approved.* In accordance with Chapter 395 of the Texas Local Government Code, the City Council has employed qualified professionals to prepare land use assumptions and capital improvements plans for the imposition of roadway, water and wastewater impact fees within the respective service areas. Those land use assumptions and capital improvements plans were approved after a public hearing in accordance with Chapter 395 on August 21, 2023.

SECTION 3. *Final Report Adopted.* The Roadway, Water, and Wastewater Impact Fee Report dated June 2023, which is attached to this Ordinance as Exhibit “A,” is incorporated into this Ordinance and is hereby adopted. To the extent of any conflict between Exhibit “A” and prior versions of the report, Exhibit “A” shall control. To the extent of any conflict between Exhibit “A” and this Ordinance, Exhibit “A” shall control.

SECTION 4. *Water and Wastewater Impact Fees.* A fee shall be charged against new development in the City or its extraterritorial jurisdiction within the respective water and wastewater service areas defined in Exhibit “A”. The fee shall be assessed and collected at rates based on the water meter size. The maximum assessable water and wastewater impact fees are in an amount equal to the amounts set forth in the table below multiplied by a factor of two. The water and wastewater impact fees shall be collected only in the following amounts:

Meter Type	Meter Size	LUE	Maximum Impact Fee	
			Water	Wastewater
Simple	5/8" x 3/4"	1	\$ 6,603.68	\$ 8,523.90
Simple	1"	2.5	\$ 16,509.21	\$ 21,309.74
Simple	1-1/2"	5	\$ 33,018.41	\$ 42,619.48
Simple	2"	8	\$ 52,829.46	\$ 68,191.17
Compound	2"	8	\$ 52,829.46	\$ 68,191.17
Turbine	2"	10	\$ 66,036.83	\$ 85,238.96
Compound	3"	16	\$ 105,658.93	\$ 136,382.34
Turbine	3"	24	\$ 158,488.39	\$ 204,573.51
Compound	4"	25	\$ 165,092.07	\$ 213,097.41
Turbine	4"	42	\$ 277,354.68	\$ 358,003.64
Compound	6"	50	\$ 330,184.14	\$ 426,194.82
Turbine	6"	92	\$ 607,538.82	\$ 784,198.46
Compound	8"	80	\$ 528,294.63	\$ 681,911.70
Turbine	8"	160	\$1,056,589.26	\$ 1,363,823.41

The current collected water and wastewater fees may be amended by the City Council from time to time, provided they do not exceed the maximum allowable water and wastewater impact fees.

SECTION 5. Roadway Impact Fees. A fee shall be charged against new development in the City limits within the respective roadway service areas defined in Exhibit "A". The maximum assessable roadway impact fee per service unit for each service area and the roadway impact fee collection rate per service unit for each service area are as follows:

Service Area	Maximum Assessable Roadway Impact Fee Per Service Unit	Roadway Impact Fee Collection Rate Per Service Unit
1	\$2,935	\$1,467.50
2	\$2,265	\$1,132.50

The current collected roadway impact fee may be amended by the City Council from time to time, provided they do not exceed the maximum allowable roadway impact fees.

SECTION 6. *Calculation of Roadway Impact Fees.* The service unit measurement is stated in vehicle-miles. A development unit is equal to one single-family or multi-family dwelling unit or 1,000 square feet of gross floor area for non-residential uses. Gross floor area includes the square feet of each floor of a building. The City shall identify the service area in which the new development is located and classify the development into one of the categories in the Service Unit Equivalency Table, set forth in the Roadway, Water, and Wastewater Impact Fee Report attached to this Ordinance as Exhibit “A.” The number of development units for the development is calculated and multiplied by the vehicle-miles per development unit set forth in the Service Unit Equivalency Table to give the total vehicle-miles per development. The total vehicle-miles for the development is multiplied by the current collected roadway impact fee for the development.

SECTION 7. Copies of Exhibit “A” and the land use assumptions and capital improvements plans shall be made available to the public in the Office of the City Secretary at City Hall on and after the date this Ordinance is passed and approved.

SECTION 8. *Adoption.* The impact fees set forth in this Ordinance are hereby adopted, imposed, approved, and established as of the date this Ordinance is passed and approved as set forth below. Any suit to contest the impact fees must be filed within ninety (90) days after the date.

SECTION 9. *Assessment.* Assessment of the impact fees for any new development shall be based on the impact fee per service unit in effect at the time of assessment. For a new development which has received final plat approval before the effective date of this Ordinance, the impact fees shall be assessed as of the effective date of this Ordinance. For a development which had received final plat approval on or following the effective date of this Ordinance, assessment shall be at the time of final plat recordation.

SECTION 10. *Collection.* No building permit shall be issued or water or wastewater connection allowed until all impact fees have been paid to the City. Impact fees shall be collected at the time of issuance of the building permit or, for property outside the City limits, at the time an application for connection to the City’s water or wastewater system is filed. On property that receives final plat approval before the effective date of this Ordinance, no impact fees shall be collected on any service unit for which a valid building permit is issued within one (1) year of the effective date of this Ordinance. If a building permit obtained within one (1) year of the effective date of this Ordinance subsequently expires, and no new application is made and approved within such period, the new development shall be subject to the payment of the impact fees adopted in this Ordinance.

SECTION 11. *Cumulative Clause.* This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance, ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 12. *Severability Clause.* That if any provision of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

SECTION 13. *Effective Date.* This ordinance shall become effective on August 21, 2023.

PASSED AND APPROVED ON this the 21st day of September, 2023.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

Exhibit A
Water & Wastewater, Roadway Impact Fee Update

(See Next Page)

**WATER & WASTEWATER, ROADWAY
IMPACT FEE UPDATE**

2023 to 2033

Submitted To



Submitted By

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
DALLAS, TEXAS

JUNE 2023

CITY OF ALVARADO, TEXAS
WATER & WASTEWATER, ROADWAY IMPACT FEE UPDATE
2023 To 2033

TABLE OF CONTENTS

	<u>Page No.</u>
A. Introduction	1
B. Glossary	2
C. Land Use Assumptions Summary	6
D. Definition of a Service Unit – Water and Wastewater	9
E. Calculation of Water & Wastewater – Living Unit Equivalents 2023-2033	10
F. Water Distribution System	11
F.1 Existing Facilities	11
F.2 Water Distribution System Capital Improvement Projects	12
Figure No. 1: Water Distribution System Capital Improvement Plan Map	13
F.3 Utilized Capacity	16
G. Wastewater Collection System	18
G.1 General	18
G.2 Collection Lines	18
G.3 Treatment	18
G.4 Capital Improvement Program	19
Figure No. 2: Wastewater Capital Improvement Plan Map	20
G.5 Utilized Capacity	22
H. Calculation of Maximum Impact Fees – Water & Wastewater	23
H.1 Maximum Allowable Water Impact Fee	24
H.2 Maximum Allowable Wastewater Impact Fee	24
H.3 Allowable Maximum Fee Per Living Unit and Meter Size	25
I. Roadway Impact Fees	26
I.1 Existing Facilities	26

I.2 Proposed Facilities	26
I.3 Capital Improvement Plan for Roadway Impact Fees	28
J. Impact Fee Calculation	31
J.1 Introduction	31
J.2 Service Unit	31
J.3 Service Areas	32
J.4 Assumptions and Evaluation of Criteria	32
J.5 Eligible Costs	33
J.6 Determination of Standard Service Unit and Equivalency	33
K. Impact Fee Calculation and Methodology	34
K.1 Calculation for Service Area 1	35
K.2 Calculation for Service Area 2	36
K.3 Impact Fee Calculation Example	36
K.4 Service Area W – Example Calculations	38
K.5 Service Area E – Example Calculations	38

Appendix "A": Water Distribution System - Impact Fee Data

- (1) Existing Facilities – Pump Station, Ground Storage Reservoir, Elevated Storage Tanks
- (2) Existing Water Lines
- (3) Proposed Water Lines

Appendix "B": Wastewater Collection System - Impact Fee Data

- (1) Existing Facilities - Wastewater Treatment Plant, Trunk Lines
- (2) Proposed Treatment Facilities Improvements
- (3) Existing Collection Lines
- (4) Proposed Collection Lines

CITY OF ALVARADO, TEXAS
WATER & WASTEWATER, ROADWAY IMPACT FEE UPDATE
2023 To 2033

A. INTRODUCTION

Chapter 395, of the Local Government Code is an act that provides guidelines for financing capital improvements required by new development in municipalities, counties, and certain other local governments. Under Chapter 395, political subdivisions receive authorization to enact or impose impact fees on land that is located within their political subdivision's corporate boundaries or extraterritorial jurisdictions. No governmental entity or political subdivision can enact or impose an impact fee unless they receive specific authorization by state law or by Chapter 395.

An "Impact Fee" is a charge or assessment imposed by a political subdivision for new development within its service area in order to generate revenue for funding or recouping the costs of capital improvements of facility expansions necessitated by and attributable to the new development.¹ The City of Alvarado's current water Certificate of Convenient and Necessity (CCN) is CCN Numbers 11459 and 11589, and current sewer CCN is CCN No. 21041. The first step in determining an impact fee is preparation of land use and growth assumptions for the service area for the next ten years. That step has been completed and provided by the City. Next, a Capital Improvements Plan must be created to describe the water, wastewater and roadway infrastructure that will be necessary to serve the anticipated land uses and growth. The following section describes the Water and Wastewater Impact Fee.

WATER AND WASTEWATER IMPACT FEES

The following items can be included in the water and wastewater impact fee calculation:

- 1) The portion of the cost of the new infrastructure that is to be paid by the City, including engineering, property acquisition and construction cost.
- 2) Existing excess capacity in lines and facilities that will serve future growth and which were paid for in whole or part by the City and part by the Developer.
- 3) Interest and other finance charges on bonds issued by the City to cover its portion of the cost.

These items are summed and the utilized capacity is calculated over the impact fee period. The maximum allowable impact fee per service unit may not exceed fifty percent of the calculated

¹ P. 831, Texas Local Government Code, West's Texas Statutes and Codes, 1998 Edition.

maximum amount of the total utilized capital improvement cost divided by the total number of new standard service units. This maximum allowable impact fee recovers a portion of the City's costs to construct facilities to serve the new developments and growth. However, the City may recover the maximum fee by crediting the portion of utility service revenue generated by new service units during the 10-year program period.

Chapter 395 requires that an update of the land use assumptions, capital improvements plan, and impact fees be performed every five years, unless it is determined by the political subdivision after a review that such an update is not necessary.

This section of the report constitutes the City's 2023 water and wastewater portion of the Capital Improvements Plan, and the maximum allowable impact fees. As required by state law, the study period is a ten-year period with 2023 as the base year. The engineering analysis of the water and wastewater systems is based on established land use in the year 2023, projected land use patterns through the year 2033, and on proposed infrastructure.

B. GLOSSARY

1. Advisory Committee means the capital improvements advisory committee established by the City for purposes of reviewing and making recommendations to the City Council on adoption and amendment of the City's impact fee program.
2. Area-related facility means a capital improvement or facility expansion which is designated in the impact fee capital improvements plan and which is not a site-related facility. Area-related facility may include a capital improvement which is located off-site, or within or on the perimeter of the development site.
3. Assessment means the determination of the amount of the maximum impact fee per service unit which can be imposed on new development.
4. Capital Improvement means either a water facility, wastewater facility or roadway with a life expectancy of three or more years, to be owned and operated by or on behalf of the City.
5. City means the City of Alvarado, Texas.
6. Credit means the amount of the reduction of an impact fee due, determined under this ordinance or pursuant to administrative guidelines that is equal to the value of area-related facilities provided by a property owner pursuant to the City's subdivision or zoning regulations or requirements, for the same type of facility.

7. Facility expansion means either a water facility expansion, sewer facility expansion or roadway expansion.
8. Final plat approval means the point at which the applicant has complied with all conditions of approval in accordance with the City's subdivision regulations, and the plat has been approved for filing with Ellis County.
9. Impact fee means either a fee for water facilities, wastewater facilities or roadway facilities, imposed on new development by the City pursuant to Chapter 395 of the Texas Local Government Code in order to generate revenue to fund or recoup the costs of capital improvements or facility expansion necessitated by and attributable to such new development. Impact fees do not include the dedication of rights-of-way or easements for such facilities, or the construction of such improvements, imposed pursuant to the City's zoning or subdivision regulations.
10. Impact fee capital improvements plan means either a water capital improvements plan, wastewater capital improvements plan or roadway capital improvements plan, adopted or revised pursuant to the impact fee regulations.
11. Land use assumptions means the projections of population and growth, and associated changes in land uses, densities and intensities over at least a ten-year period, as adopted by the City and as may be amended from time to time, upon which the capital improvements plans are based.
12. Land use equivalency table means a table converting the demands for capital improvements generated by various land uses to numbers of service units, as may be amended from time to time.
13. New development means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.
14. Plat has the meaning given the term in the City's subdivision regulations. Plat includes replat.

15. Platting has the meaning given the term in the City's subdivision regulations. Platting includes replatting.
16. Property owner has the meaning given the term in the City's subdivision regulations. Property owner includes the developer for a new development.
17. Recoupment means the imposition of an impact fee to reimburse the City for capital improvements which the City had previously oversized to serve new development.
18. Service area means either a water service area or wastewater benefit area within the City, within which impact fees for capital improvements or facility expansion will be collected for new development occurring within such area, and within which fees so collected will be expended for those types of improvements or expansions identified in the type of capital improvements plan applicable to the service area. For roadways, it means a roadway service area within the city limits.
19. Service unit means the applicable standard units of measure shown on the land use equivalency table in the Impact Fees Capital Improvements Plan which can be converted to water meter equivalents, for water or for wastewater facilities, which serves as the standardized measure of consumption, use or generation attributable to the new unit of development. For roadway facilities, the service unit is converted vehicle miles.
20. Site-related facility means an improvement or facility which is for the primary use or benefit of a new development, and/or which is for the primary purpose of safe and adequate provision of water, wastewater or roadway facilities to serve the new development, and which is not included in the impact fees capital improvements plan and for which the property owner is solely responsible under subdivision or other applicable development regulations.
21. Utility connection means installation of a water meter for connecting a new development to the City's water system, or connection to the City's wastewater system.
22. Wastewater facility means a wastewater interceptor or main, lift station or other facility included within and comprising an integral component of the City's collection system for wastewater. Wastewater facility includes land, easements or structure associated with such facilities. Wastewater facility excludes site-related facilities.

23. Wastewater facility expansion means the expansion of the capacity of any existing wastewater improvement for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing sewer facility to serve existing development.
24. Wastewater capital improvements plan means the adopted plan, as may be amended from time to time, which identifies the wastewater facilities or wastewater expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed 10 years.
25. Water facility means a water interceptor or main, pump station, storage tank or other facility included within and comprising an integral component of the City's water storage or distribution system. Water facility includes land, easements or structures associated with such facilities. Water facility excludes site-related facilities.
26. Water facility expansion means the expansion of the capacity of any existing water facility for the purpose of serving new development, but does not include the repair, maintenance, modernization, or expansion of an existing water improvement to serve existing development.
27. Water improvements plan means the adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development, for a period not to exceed 10 years.
28. Water meter means a device for measuring the flow of water to a development, whether for domestic or for irrigation purposes.

C. LAND USE ASSUMPTIONS SUMMARY

Under Chapter 395, of the Local Government Code, “Land Use Assumptions” includes a description of service area and projections of changes in land uses, densities, intensities, and population in the service area for a minimum of a 10-year period. In order to impose an impact fee, the City must adopt an order, ordinance, or resolution that establishes a public hearing date to consider the land use assumptions within the designated service area. After the public hearing on the land use assumptions, the City makes a determination of adoption or rejection of the ordinance, order or resolution approving the land use assumptions that will be utilized to develop the Capital Improvement Plan.

The Land Use Assumptions used in the impact fee study were prepared using information from the City of Alvarado’s Comprehensive Plan adopted in 2017. The City’s Land Use Report assumes a range of growth rates from 8% per year to 15.1% per year. These growth rates were provided by the City in the Land Use Report and were calculated based on the historical growth rate of the City. Areas with known potential for development within the planning period were identified and lot counts provided by the City. The projected 2033 population was then calculated with the anticipated development. The projected growth in the 10-year planning period only accounts for the area within the City of Alvarado’s existing Water and Wastewater CCN. The average annual growth rate was calculated and applied annually to each year in the study period to buildout. These calculated populations are shown in Tables C-1 and C-2 (Pages 7 & 8) of this report.

TABLE C-1
POPULATION PROJECTIONS

Year	Historic Population	* Lower Projection 8.00%	* Higher Projection 15.1%	** Meter Count Projection 12.20%
1970	2,129	-----	-----	-----
1980	2,701	-----	-----	-----
1990	2,918	-----	-----	-----
2000	3,288	-----	-----	-----
2010	3,785	-----	-----	-----
2016	3,820	-----	-----	-----
2017	4,210	-----	-----	-----
2018	4,360	-----	-----	-----
2023	6,663	-----	-----	-----
2024		7,196	7,669	7,476
2025	-----	7,772	8,827	8,388
2026	-----	8,393	10,160	9,411
2027	-----	9,065	11,694	10,559
2028	-----	9,790	13,460	11,847
2029	-----	10,573	15,493	13,292
2030	-----	11,419	17,832	14,914
2031	-----	12,333	20,524	16,734
2032	-----	13,319	23,624	18,776
2033		14,385	27,191	21,067

* City of Alvarado Comprehensive Plan, Chapter 1, Page 11.

** BHC Calculated Population Projection Based on City Provided Meter Count Projections.

The revised population projections were determined utilizing an average annual growth rate of 12.2% over the planning period. The average annual growth rate calculation and lot counts are shown in Table C-5 and are as follows:

$$\text{Average Annual Growth Rate (\%)} = \left[1 + \frac{2033 \text{ Population} - 2023 \text{ Population}}{2023 \text{ Population}} \right]^{1/\# \text{ yrs}} - 1$$

$$\begin{aligned} \text{Average Annual Growth Rate} &= \left[1 + \frac{(21,076 - 6,663)}{6,663} \right]^{1/10} - 1 \\ &= 12.2\% \end{aligned}$$

TABLE C-2
10 - YEAR POPULATION PROJECTIONS
AND
AVERAGE ANNUAL GROWTH RATE

10-Year Population Projection

Development	Lots	Population
2023 Existing Population:	-----	6,663
1. Eagle Glen South Ph. 2	165	578
2. Lone Oak Phase 1	274	959
3. Agave Trails	700	2,450
4. Lone Oak Ph. 2-5	1333	4,666
5. Alvarado 215	925	3,238
6. Eagle Glen North	721	2,524
10-Year Population Growth:	4118	14,413
2023 Population:		21,076

Average Annual Growth Rate: 12.20%

10-Year Water Meter Projections

Development	Lots	Meters
Existing 2023 Meters:	-----	2,231
1. Eagle Glen South Ph. 2	165	165
2. Eagle Glen North	721	721
New Meters:	886	886
Total 2023 Meters (Exist.+New):		3,117

10-Year Wastewater Meter Projections

Development	Lots	Meters
Existing Connections:	-----	2,443
1. Eagle Glen South Ph. 2	165	165
2. Lone Oak Phase 1	274	274
3. Agave Trails	700	700
4. Lone Oak Ph. 2-5	1333	1,333
5. Alvarado 215	925	925
6. Eagle Glen North	721	721
New Meters:	4118	4,118
Total 2023 Meters (Exist.+New):		6,561

Densities Assumed

Land Use	People per Unit
Single Family	3.5

**Existing Water 2023 Meter Count
Provided By City Staff (1/17/23)**

Size	# Meters
0.625"	1967
5/8"	143
3/4"	1
1"	43
1-1/2"	5
2"	65
3"	6
4"	1
Total:	2,231

**Existing 2023 WW Connections
Provided by City Staff May 2023**

Total:	2,443
---------------	--------------

D. DEFINITION OF A SERVICE UNIT – WATER AND WASTEWATER

Chapter 395 of the Local Government Code requires that impact fees be based on a defined service unit. A “service unit” means a standardized measure of consumption, use generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards. The City of Alvarado has previously defined a water and wastewater service unit to be a 5/8” x 3/4” water meter. The service unit is based on the continuous duty capacity of a 5/8” x 3/4” water meter. This is the typical meter used for a single family detached dwelling, and therefore is considered to be equivalent to one “living unit”. Other meter sizes can be compared to the 5/8” x 3/4” meter through a ratio of water flows as published by the American Water Works Association as shown in Table D-1 below. This same ratio is then used to determine the proportional water and sewer impact fee amount for each water meter size.

TABLE D-1
LIVING UNIT EQUIVALENCIES
FOR VARIOUS TYPES AND SIZES OF WATER METERS

Meter Type	Meter Size	Continuous Duty Maximum Rate ^(a)	Living Unit Per Meter Size
Simple	5/8” x 3/4”	10	1.0
Simple	1”	25	2.5
Simple	1½”	50	5.0
Simple	2”	80	8.0
Compound	2”	80	8.0
Turbine	2”	100	10.0
Compound	3”	160	16.0
Turbine	3”	240	24.0
Compound	4”	250	25.0
Turbine	4”	420	42.0
Compound	6”	500	50.0
Turbine	6”	920	92.0
Compound	8”	800	80.0
Turbine	8”	1,600	160.0
Turbine	10”	2,500	250.0
Turbine	12”	3,300	330.0

(a) Source: AWWA Standards: C700-02, Subsection 4.2, Table 1, (2002)
C701-02, Subsection 4.2, Table 1, Class II, (2002)
C702-01, Subsection 4.2, Table 1, (2001)

E. CALCULATION OF WATER & WASTEWATER - LIVING UNIT EQUIVALENTS
2023-2033

The City of Alvarado provided the existing water meter count by size category as of January 2023. In total, there are 2,231 water meters serving the residents and businesses in the Water Service Area. Table E-1 shows the number of existing meters, the living unit equivalent factor, and the total number of living unit equivalents (LUE's) for water accounts. As shown in Table E-1, the new LUE's during the impact fee period total 886.

Similarly, the City has provided the number of wastewater connections as of May 2023. Serving the residents and businesses in the Sewer Service Area, there are 2,213 residential wastewater connections and 230 commercial wastewater connections. Table E-2 illustrates the existing Sewer connections, their Living Unit Equivalency Factor and LUE's. As shown in Table E-2, the new LUE's during the impact fee period total 4,118.

TABLE E-1
WATER LIVING UNIT EQUIVALENTS BY METER SIZE

Meter Size	2023			2033			New Living Units During Impact Fee Period
	Number of Water Meters	Living Unit Equivalent Ratio for 5/8" Used	Total Number of Equivalent Living Units	Number of Water Meters	Living Unit Equivalent Ratio for 5/8" Used	Total Number of Equivalent Living Units	
0.625"	1,967	1.0	1,967	2,853	1.0	2,853	886
5/8"	143	1.0	143	143	1.0	143	0
3/4"	1	1.0	1	1	1.0	1	0
1"	43	2.5	108	43	2.5	108	0
1-1/2"	5	5.0	25	5	5.0	25	0
2"	65	8.0	520	65	8.0	520	0
3"	6	16.0	96	6	16.0	96	0
4"	1	25.0	25	1	25.0	25	0
Totals	2,231		2,885	3,117		3,771	886

TABLE E-2
WASTEWATER LIVING UNIT EQUIVALENTS BY METER SIZE

Meter Size	2023			2033			New Living Units During Impact Fee Period
	Number of Waste Water Connections	Living Unit Equivalent Ratio Used	Total Number of Equivalent Living Units	Number of Waste Water Meters	Living Unit Equivalent Ratio for 5/8" Used	Total Number of Equivalent Living Units	
5/8"	2,443	1.0	2,443	6,561	1.0	6,561	4,118
Totals	2,443		2,443	6,561		6,561	4,118

F. WATER SUPPLY AND WATER DISTRIBUTION SYSTEM

This update includes additional capital improvement plan (CIP) projects that will tentatively serve new developments. The proposed CIP projects are shown schematically in Figure No. 1 and are summarized in Table F-2. Existing facilities, applicable for reimbursement under Chapter 395 of the Local Government Code are also shown in Figure No. 1. Eligible facilities include major distribution lines, pump stations, treatment facilities, ground and elevated storage reservoirs as well as regional systems participation. Utilized capacities were based on ten-year growth system demands.

F.1 Existing Facilities

As of 2023, the City of Alvarado has participated financially in the construction of the facilities shown on Figure No. 1 and identified as capital recovery projects. The capital recovery projects are itemized with their project costs in Table F-1. These distribution lines and facilities have capacity to serve new developments, and the portion of capacity expected to be absorbed by the new developments has been included, as a percentage of the total 20-year project cost, in the value of the maximum impact fee calculation.

Actual capital costs, including construction, engineering and easements of the various elements of the existing water distribution system, were utilized where the information was known. The existing costs of facilities were determined from records provided by the City of Alvarado.

F.2 Water Distribution System Capital Improvement Projects

In order to meet the demands of the anticipated growth over the next 10-years to 2033, certain water distribution system improvements are required. Figure No. 1 shows the recommended system improvements and Table F-2 itemizes each project and the project cost. These recommended improvements, along with certain existing facilities, form the basis for the Water System Impact Fee Calculation.

Costs for CIP projects were estimated using average unit costs from projects which have been bid recently, plus an estimated cost for engineering and easements, and were amortized to include the additional cost of issuing 20-year bonds at 5% annual interest rate. The cost and the utilized capacity of the existing water lines, pump stations, ground storage reservoirs, elevated storage tanks, and existing facility proposed improvements during the impact fee period are included in the Water and Wastewater Impact Fee Tables at the end of the Water/Wastewater Impact Fee section of this report.

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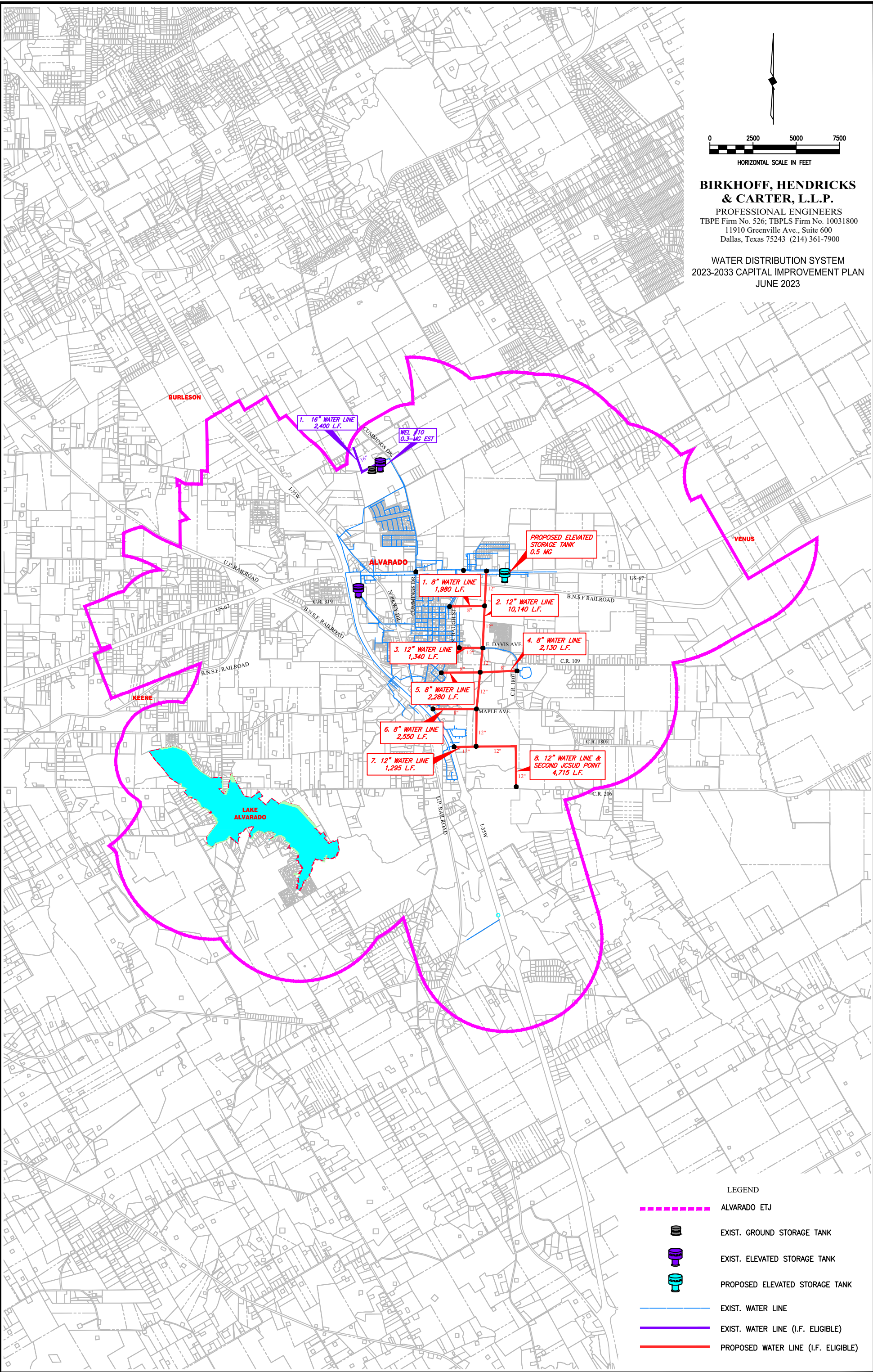


TABLE F-1
EXISTING CAPITAL RECOVERY PROJECTS

EXISTING WATER LINES

Project No.	Project	Size	Project Cost	Debt Service	Total Project Cost
1	1) JCSUD 16-inch Transmission Line	16"	\$ 494,399	\$ 259,559	\$ 753,958
Subtotal: Water Lines			\$ 494,399	\$ 259,559	\$ 753,958

EXISTING STORAGE FACILITIES

Project No.	Project	Capacity	Project Cost	Debt Service	Total Project Cost
1	Well #10 0.3-MG EST	0.3-MG	\$ 2,549,986	\$ 1,338,743	\$ 3,888,729
Subtotal: Storage Facilities			\$ 2,549,986	\$ 1,338,743	\$ 3,888,729

TABLE F-2
10-YEAR WATER CAPITAL IMPROVEMENT PLAN

PROPOSED WATER LINES

Project No.	Project	Size	Opinion of Project Cost ⁽¹⁾	Debt Service ⁽²⁾	Total Project Cost
1	8-inch Water Line Transmission	8"	\$ 376,200	\$ 197,505	\$ 573,705
2	12-inch Water Line Transmission	12"	\$ 2,535,000	\$ 1,330,875	\$ 3,865,875
3	12-inch Water Line Transmission Upsize from 8-inch	12"	\$ 80,400	\$ 42,210	\$ 122,610
4	8-inch Water Line Transmission	8"	\$ 404,700	\$ 212,468	\$ 617,168
5	8-inch Water Line Transmission	8"	\$ 433,200	\$ 227,430	\$ 660,630
6	8-inch Water Line Transmission	8"	\$ 484,500	\$ 254,363	\$ 738,863
7	12-inch Water Line Transmission	12"	\$ 323,750	\$ 169,969	\$ 93,719
8	12-inch Water Line Transmission & Second JCSUD Point	12"	\$ 1,178,750	\$ 618,844	\$ 1,797,594
Subtotal: Proposed Water Lines			\$ 5,816,500	\$ 3,053,663	\$ 8,870,163

PROPOSED PUMPING & STORAGE FACILITIES

Project No.	Project	Capacity	Opinion of Project Cost ⁽¹⁾	Debt Service ⁽²⁾	Total Project Cost
1	0.5-MG EST	0.5-MG	\$ 3,000,000	\$ 1,575,000	\$ 5,175,000
Subtotal: Proposed Pumping and Storage Facilities			\$ 3,000,000	\$ 1,575,000	\$ 5,175,000

PLANNING EXPENSES

Project No.	Project	Opinion of Cost (1)(b)	Debt Service ⁽²⁾	Total Project Cost
	Water Impact Fee Update	\$ 23,500	\$ -	\$ 23,500
Subtotal, Planning Expenses:		\$ 23,500	\$ -	\$ 23,500
Water Distribution System CIP Grand Total:		\$ 8,840,000	\$ 4,628,663	\$ 14,068,663

Notes:

- (1) Opinion of Project Cost includes:
 - a) Engineer's Opinion of Construction Cost
 - b) Professional Services Fees (Survey, Engineering, Testing, Legal)
 - c) Cost of Easement or Land Acquisitions
- (2) Debt Service based on 20-year simple interest bonds at 5%

F.3 Utilized Capacity

The portion of City-funded projects costs that may be reimbursed by impact fee revenue is relative to the portion of facility capacity that is anticipated to be absorbed by new developments during the fee period. This portion, or utilized capacity, was determined for existing facilities and for proposed CIP projects. For existing facilities, available capacities were found under current 2023 demands, and were compared to the available capacity remaining under the predicted 2033 demand scenario. The difference in available capacities, by percentage, was applied to the 20-year total project cost to determine the allowable recovery dollar amount. The same procedure was utilized to determine utilized capacity during fee period for proposed CIP projects.

For each line segment in the water distribution model, the build-out flow rate in any given line was compared to the flow rate in the same line for the 2023 demand and the 2033 demand. The utilized capacity during the Impact Fee period is the difference between the year 2023 percent utilized and the year 2033 percent utilized. The utilized capacity for each water distribution facility, both existing and proposed, is presented in detail in the Impact Fee Capacity Calculation Tables. Table F-3 summarizes the project cost and utilized cost over the impact fee period of 2023-2033 for each element of the Water Distribution System.

TABLE F-3
**SUMMARY OF ELIGIBLE CAPITAL COST
& UTILIZED CAPACITY COST**

Water System	Total Capital Cost (\$)	Total 20-Year Project Cost (\$)	Utilized Capacity During Fee Period (\$)
Existing Water Lines	\$ 494,399	\$ 753,958	\$ 457,401
Existing Water Facilities	\$ 2,549,986	\$ 3,888,729	\$ 777,746
Existing Water System Subtotal:	\$ 3,044,385	\$ 4,642,687	\$ 1,235,147
Proposed Water Lines	\$ 5,816,500	\$ 8,870,163	\$ 7,338,079
Proposed Pumping & Storage Facilities	\$ 3,000,000	\$ 5,175,000	\$ 3,105,000
Impact Fee Expenses	\$ 23,500	\$ 23,500	\$ 23,500
Proposed Water System Subtotal:	\$ 8,840,000	\$ 14,068,663	\$ 10,466,579
TOTAL:	\$ 11,884,385	\$ 18,711,350	\$ 11,701,726

G. WASTEWATER COLLECTION SYSTEM

G.1 General

This update includes additional capital improvement plan (CIP) projects that will tentatively serve new developments. The proposed CIP projects are shown schematically in Figure No. 2 and are summarized in Table G-1. Existing facilities, applicable for reimbursement under Chapter 395 of the Local Government Code are also shown in Figure No. 2. Utilized capacities were based on ten-year growth system demands.

G.2 Collection Lines

The wastewater project cost includes necessary appurtenances (manholes, aerial crossings and the like), purchase of easements, utility relocation, pavement removal and replacement, and engineering costs. For existing Impact Fee projects, actual costs were utilized where known. Future project cost estimates were based on 2023 average unit cost per linear feet and includes engineering, easements, and construction cost. Financing cost is included for each project assuming a bond rate of 5% over a 20-year term.

This impact fee study anticipates developer initiated and funded sanitary sewer lines up to 8-inches in diameter. Therefore, the City's predicted up size cost for sanitary sewers larger than 8-inches were included in the impact fee calculations. The City anticipates participating in the upsizing of these sanitary sewer lines to support the future growth, and those costs are included in the impact fee calculations.

G.3 Treatment

The City of Alvarado owns and operates a wastewater treatment facility that has a current capacity of 0.8-MGD. Future development in Alvarado is projected to necessitate the expansion of the Wastewater Treatment Plant. The future expansion will include two phases, where the first phase would increase the capacity of the wastewater treatment plant from 0.8 million gallons per day to 1.4 million gallons per day. The second phase would increase the capacity of the wastewater treatment plant from 1.4 million gallons per day to 2.2 million gallons per day.

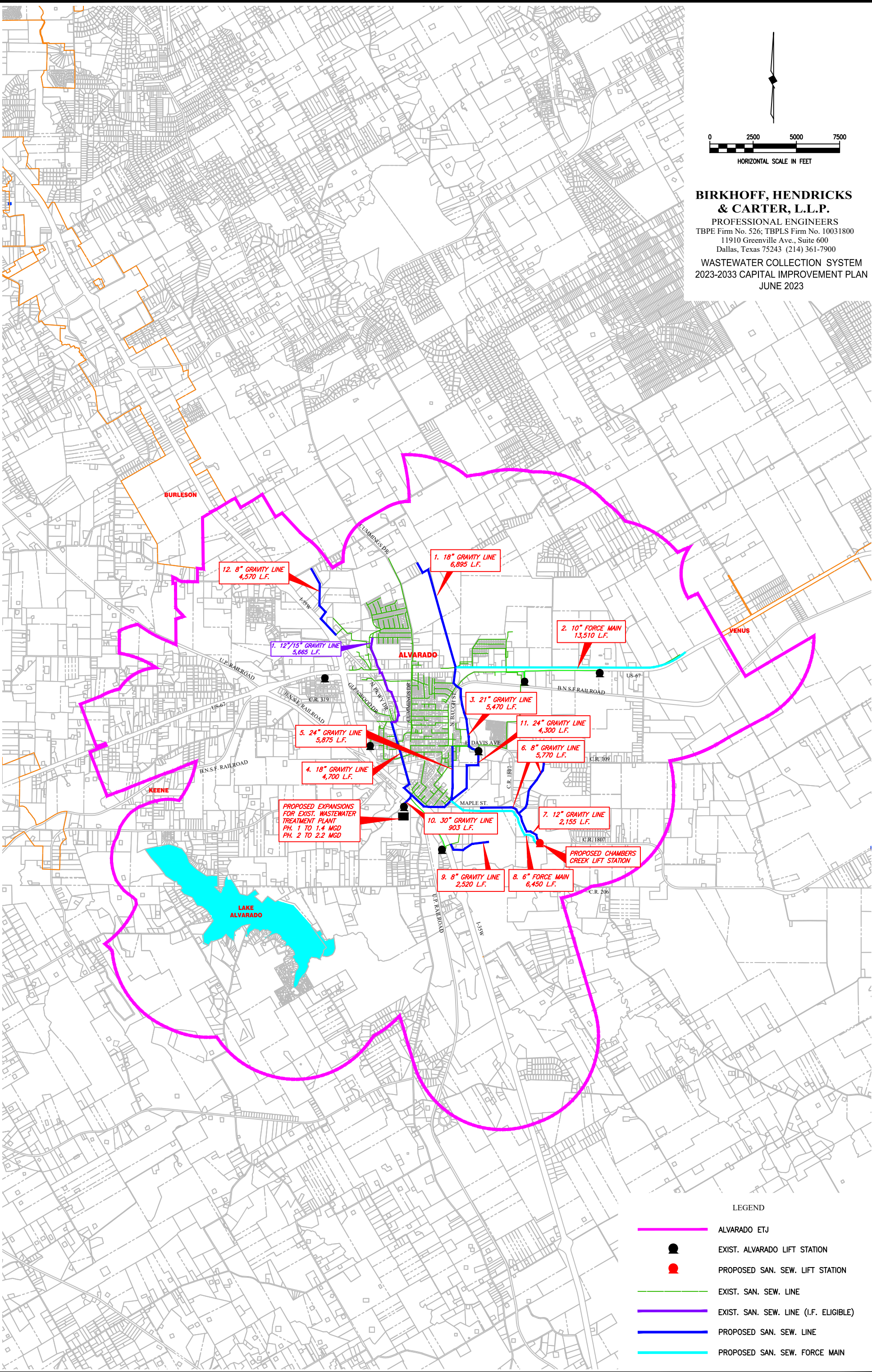
G.4 Capital Improvement Plan

a) Proposed

To meet the demands of the anticipated growth over the next 10-years, certain wastewater collection system improvements are required. The recommended improvements are shown on Figure No. 2 (page 20) and listed on Table G-1 (page 21). Table G-1 itemizes the cost of each lift station, gravity sewer, and wastewater treatment plant expansions included in the Impact Fee Report. These recommended improvements form the basis for the Wastewater Collection System Impact Fee calculation and totals \$88,285,873. Adding the cost of financing brings the total 10-year Wastewater Collection System Capital Improvements cost to \$148,919,911.

b) Existing

The City anticipates a significant amount of growth in a number of areas in the planning boundary since a significant amount of the land within the City's corporate limits is undeveloped, or vacant. The planning boundary analyzed in this study was the City of Alvarado's existing Wastewater CCN. The impact fee study includes an existing 12-inch and 15-inch gravity sewer line with an existing length of approximately 5,665 feet that is eligible for capital recovery.



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WASTEWATER COLLECTION SYSTEM
2023-2033 CAPITAL IMPROVEMENT PLAN
JUNE 2023

TABLE G-1**10-YEAR WASTEWATER CAPITAL IMPROVEMENT PLAN****PROPOSED SANITARY SEWER LINES**

Project No.	Project	Size	Opinion of Project Cost ⁽¹⁾	Debt Service ⁽²⁾	Total Project Cost
1	18-inch Gravity Sewer Line	18"	\$ 2,137,450	\$ 1,122,161	\$ 3,259,611
2	10-inch Force Main	10"	\$ 2,702,000	\$ 1,418,550	\$ 4,120,550
3	21-inch Gravity Sewer Line	21"	\$ 1,914,500	\$ 1,005,113	\$ 2,919,613
4	18-inch Gravity Sewer Line (Upsize from 12-inch)	18"	\$ 517,000	\$ 271,425	\$ 788,425
5	24-inch Gravity Sewer Line (Upsize from 12-inch)	24"	\$ 1,057,500	\$ 555,188	\$ 1,612,688
6	8-inch Gravity Sewer Line	8"	\$ 1,096,300	\$ 575,558	\$ 1,671,858
7	12-inch Gravity Sewer Line	12"	\$ 452,550	\$ 237,589	\$ 690,139
8	6-inch Force Main	6"	\$ 1,225,500	\$ 643,388	\$ 1,868,888
9	8-inch Gravity Sewer Line	8"	\$ 478,800	\$ 251,370	\$ 730,170
10	30-inch Gravity Sewer Line (Upsize from 18-inch)	30"	\$ 99,330	\$ 52,148	\$ 151,478
11	24-inch Gravity Sewer Line	24"	\$ 1,634,000	\$ 52,148	\$ 1,686,148
12	8-inch Gravity Sewer Line	8"	\$ 868,300	\$ 857,850	\$ 1,726,150
Subtotal: Proposed Sewer Lines			\$ 14,183,230	\$ 7,042,488	\$ 21,225,718

PROPOSED FACILITIES

Project No.	Project	Capacity	Opinion of Project Cost ⁽¹⁾	Debt Service ⁽²⁾	Total Project Cost
1	Treatment Plant Expansion Ph. 1	1.4-MGD	\$ 30,000,000	\$ 15,750,000	\$ 51,750,000
2	Treatment Plant Expansion Ph. 2	2.2-MGD	\$ 40,000,000	\$ 21,000,000	\$ 69,000,000
3	Chambers Creek Lift Station	0.5-MG	\$ 3,500,000	\$ 1,837,500	\$ 6,037,500
Subtotal: Proposed Facilities			\$ 73,500,000	\$ 38,587,500	\$ 126,787,500

PLANNING EXPENSES

Project No.	Project	Opinion of Cost (1)(b)	Debt Service ⁽²⁾	Total Project Cost
	Wastewater Impact Fee Update	\$ 23,500	\$ -	\$ 23,500
Subtotal, Planning Expenses:		\$ 23,500	\$ -	\$ 23,500
Wastewater Collection System CIP Grand Total:		\$ 87,706,730	\$ 45,629,988	\$ 148,036,718

Notes:

- (1) Opinion of Project Cost includes:
 - a) Engineer's Opinion of Construction Cost
 - b) Professional Services Fees (Survey, Engineering, Testing, Legal)
 - c) Cost of Easement or Land Acquisitions
- (2) Debt Service based on 20-year simple interest bonds at 5%

G.5 Utilized Capacity

The population and employment growth in each wastewater drainage sub-basin was determined utilizing the City's growth projections. These growth rates were used to calculate the 2023 and 2033 wastewater demand flows. The following summarizes each design flow component utilized to calculate the wastewater design flows.

- a) Population Based Flow (Residential): For the purpose of this wastewater impact fee study base residential units flow of 100 gallons per capita per day (gpcd) is a reasonable basis for the design of the wastewater collection and treatment facilities.
- b) Infiltration and Inflow: Groundwater can infiltrate into the sanitary sewer system through faulty sewer pipe joints, breaks in sewer pipes and manholes, and faulty service lines. This infiltration can create a surcharge burden on the wastewater collection system and the wastewater treatment plant. Normal plant capacity must be designed to handle these infiltration related conditions.

Inflow is generally related to storm based events that increase groundwater and surface water flow into the wastewater system. The additional flow is generally recognized to enter through manholes, service lines, damaged and old collection lines, roof drains and storm drains. Excessive inflow can cause surcharged sewers, sanitary sewer overflows and put the treatment facilities capacity at risk of being exceeded. It is estimated that the combined infiltration and inflow is 650 gallons per acre per day (gpac).

The calculation of peak flows often requires the development of a unit hydrograph (Diurnal Curve). At the time of this report flow data was not available and a unit hydrograph could not be created specific to the City of Alvarado. The peak wet weather flows were calculated directly by applying the densities, usage rates, approximate inflow and infiltration rates, and population projections to the overall land area. These peak hour wastewater flows are the basis for design of most components in the wastewater system. The most significant exception is wastewater treatment, which is typically designed on the basis of average daily flow.

The percent-utilized capacity was calculated for the design flow of each study year based on the 10-year capacity. The utilized capacity during the Impact Fee period is the difference between the year 2023 capacity and the year 2033 capacity. Table G-2 below summarizes the project cost and utilized cost over the impact fee period of 2023 – 2033 for each element of the wastewater system. The utilized capacity for each existing and proposed wastewater facility and collection line is presented in detail in Impact Fee Capacity Calculation Tables.

TABLE G-2
WASTEWATER COLLECTION SYSTEM
SUMMARY OF ELIGIBLE CAPITAL COST & UTILIZED CAPACITY COST

Wastewater System	Total Capital Cost (\$)	Total 20-Year Project Cost (\$)	Utilized Capacity During Fee Period (\$)
Existing Sewer Lines	\$ 579,143	\$ 883,193	\$ 353,277
Existing Wastewater Collection System Subtotal:	\$ 579,143	\$ 883,193	\$ 353,277
Proposed Sewer Lines	\$ 14,183,230	\$ 21,225,718	\$ 12,901,033
Proposed Facilities	\$ 73,500,000	\$ 126,787,500	\$ 56,925,000
Impact Fee Expenses	\$ 23,500	\$ 23,500	\$ 23,500
Proposed Wastewater Collection System Subtotal:	\$ 87,706,730	\$ 148,036,718	\$ 69,849,533
TOTAL:	\$ 88,285,873	\$ 148,919,911	\$ 70,202,810

H. CALCULATION OF MAXIMUM IMPACT FEES – WATER & WASTEWATER

The maximum impact fees for the water and wastewater systems are calculated separately by dividing the cost of the capital improvements or facility expansions necessitated and attributable to new development in the service area within the 10-year period by the number of living units anticipated to be added to the City within the 10-year period as shown on Table H-1 and H-2. The calculations are shown below.

TABLE H-1
MAXIMUM ALLOWABLE WATER IMPACT FEE

Maximum Water Impact Fee	=	Eligible Existing Utilized Cost	+	Eligible Proposed Utilized Cost	
		Number of New Living Unit Equivalent over the Next 10 Years			
	=	\$1,235,147	+	\$10,466,579	\$11,701,726
			886		886
Maximum Water Impact Fee =		<u>\$13,207.37</u>			
Allowable Maximum Water Impact Fee: (Max Impact Fee x 50%)	=				<u>\$6,603.68</u>

TABLE H-2
MAXIMUM ALLOWABLE WASTEWATER IMPACT FEE

Maximum Water Impact Fee	=	Eligible Existing Utilized Cost	+	Eligible Proposed Utilized Cost	
		Number of New Living Unit Equivalent over the Next 10 Years			
	=	\$353,277	+	\$69,849,533	\$70,202,810
			4,118		4,118
Maximum Water Impact Fee =		<u>\$17,047.79</u>			
Allowable Maximum Water Impact Fee: (Max Impact Fee x 50%)	=				<u>\$8,523.90</u>

Based on the Maximum Impact Fee Calculation for Water and Wastewater, Table H-3 calculates the maximum impact fee for the various sizes of water meters.

TABLE H-3
ALLOWABLE MAXIMUM FEE PER LIVING UNIT EQUIVALENT
AND
PER METER SIZE AND TYPE

50% Max . Water Impact fee /LUE _____ \$ **6,603.68**
50% Max . Wastewater Impact fee /LUE _____ \$ **8,523.90**

Typical Land Use	Meter Type	Meter Size	LUE	Maximum Impact Fee		Total
				Water	Wastewater	
Single Family Residential	Simple	5/8" x3/4"	1	\$ 6,603.68	\$ 8,523.90	\$ 15,127.58
Single Family Residential	Simple	1"	2.5	\$ 16,509.21	\$ 21,309.74	\$ 37,818.95
Single Family Residential	Simple	1-1/2"	5	\$ 33,018.41	\$ 42,619.48	\$ 75,637.90
Single Family Residential	Simple	2"	8	\$ 52,829.46	\$ 68,191.17	\$ 121,020.63
Commercial/Retail	Compound	2"	8	\$ 52,829.46	\$ 68,191.17	\$ 121,020.63
Commercial/Retail	Turbine	2"	10	\$ 66,036.83	\$ 85,238.96	\$ 151,275.79
Commercial/Retail/Multi Family	Compound	3"	16	\$ 105,658.93	\$ 136,382.34	\$ 242,041.27
Commercial/Retail/Multi Family	Turbine	3"	24	\$ 158,488.39	\$ 204,573.51	\$ 363,061.90
Commercial/Retail/Multi Family	Compound	4"	25	\$ 165,092.07	\$ 213,097.41	\$ 378,189.48
Commercial/Retail/Multi Family	Turbine	4"	42	\$ 277,354.68	\$ 358,003.64	\$ 635,358.32
Industrial	Compound	6"	50	\$ 330,184.14	\$ 426,194.82	\$ 756,378.96
Industrial	Turbine	6"	92	\$ 607,538.82	\$ 784,198.46	\$ 1,391,737.28
Industrial	Compound	8"	80	\$ 528,294.63	\$ 681,911.70	\$ 1,210,206.33
Industrial	Turbine	8"	160	\$1,056,589.26	\$ 1,363,823.41	\$ 2,420,412.66

I. ROADWAY IMPACT FEES

The first step in the development impact fee process is the development of a 10-year Capital Improvement Plan (CIP). This capital improvement plan includes projects intended for construction by the City of Alvarado in the next 10 years to serve existing and future development.

The website *World Population Review* (<https://worldpopulationreview.com/us-cities/alvarado-tx-population> accessed May 25, 2023) listed the population for the City of Alvarado as 5,927 for 2023. The City of Alvarado Planning Section provided an expected growth rate of 8%. This analysis utilizes this population and growth rate for its calculations.

Transportation impact fees may only include items that are currently within the limits for the City of Alvarado and listed in a published plan. They may not include elements that are currently beyond the existing city limits. Projects must also increase the capacity of a roadway. Impact fee analysis may not utilize projects that only resurface, realign, or change aesthetics. This analysis utilized projects identified in the June 2017 *City of Alvarado Comprehensive Plan: Figure 24. Thoroughfare Plan* (<https://www.cityofalvarado.org/302/Thoroughfare-Plan>, accessed May 25th, 2023).

I.1 Existing Facilities

The City of Alvarado's major thoroughfare, arterial, and major collector street system is partially developed at this time. Several roadways in developed areas are partially built to current thoroughfare plan standards. Many existing streets are two-lane asphalt roadways with open surface drainage.

The existing major arterial roadways and thoroughfare within the City include County Road 604, County Road 508, County Road 607, Cummings Road, FM 1807, Davis Road, Baugh Street, Sparks Street, County Road 108C, FM 3136, County Road 405 E, US HWY 67, and Interstate 35W. Several of the arterial roadways including FM 3136, SH 67 and FM 1807 are under the operation and maintenance authority of the Texas Department of Transportation (TxDOT).

I.2 Proposed Facilities

The City of Alvarado adopted an updated thoroughfare plan in June of 2017 that is the basis for development of the future street system and the source for potential cross section elements. The thoroughfare system is a conventional network conforming to a hierarchical,

functional classification system developed to support the forecast traffic demands of future land use.

The highest classification of roadway is the Major Thoroughfare type facility, followed by the Arterial and Collector facilities. Major Thoroughfare roadways are generally multiple lanes – 4 or 6 lanes. These roadways also generally include medians that serve the function of controlling access, separating opposing traffic movements, and providing an area for the storage of left turning vehicles. (Figure 1)

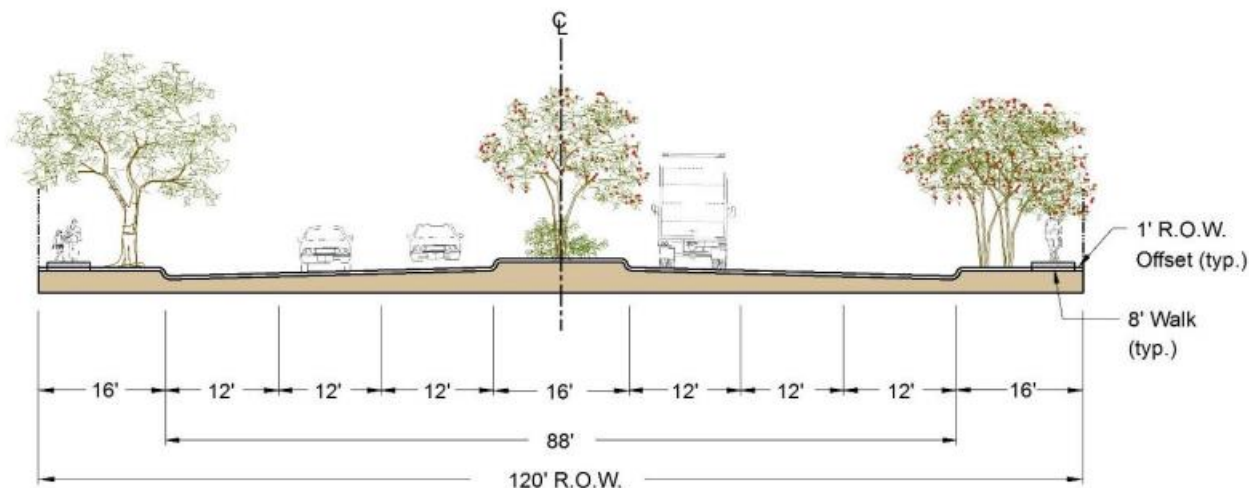


Figure 1 – Typical Major Thoroughfare Cross Section

The Arterials are generally designed to move traffic and provide access to Major Thoroughfares. Arterials are intended to provide more mobility than collectors. These types of roadways should carry lighter volumes of traffic than major thoroughfares. (Figure 2)

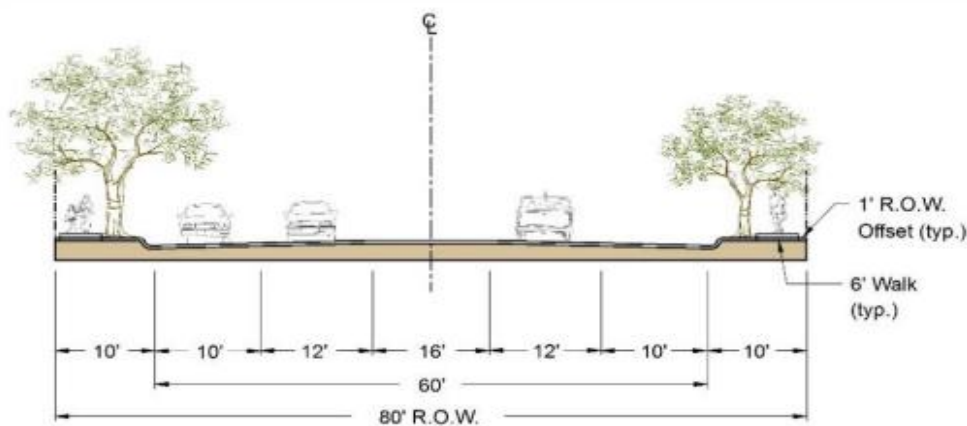


Figure 2 – Typical Arterial Cross Section

Collectors are generally designed to distribute traffic from local streets and funnel it to arterials (i.e., from residential developments). Collectors are intended to provide more access than arterials. Collectors should provide access to adjacent land uses, but access should still be managed using shared driveways and other techniques that minimize disturbance of the free-flow of traffic. (Figure 3).

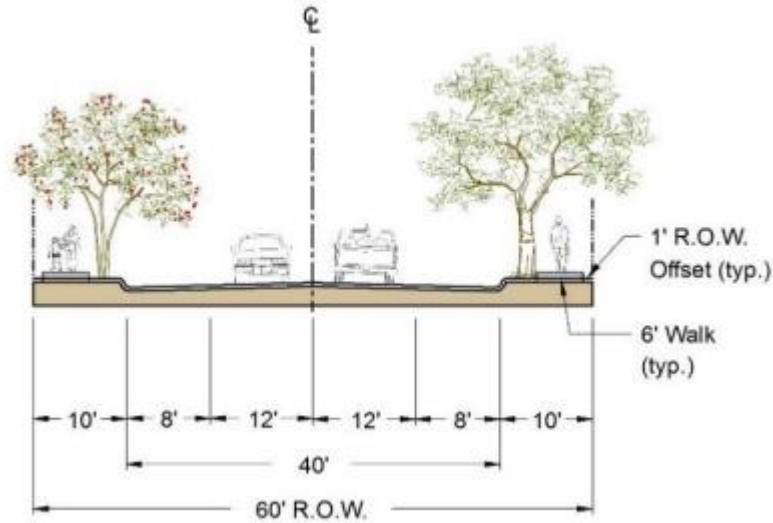


Figure 3 – Typical Collector Cross Section

I.3 Capital Improvement Plan for Roadway Impact Fees

The thoroughfare facilities determined for inclusion in the Capital Improvement Plan of this study are tabulated in **Table 1A** and graphically illustrated in **Figure 4**. Each listed project includes a description of the planned improvements, the approximate project length, and an engineer's opinion of probable cost to the City. In addition, under existing State Statute, a municipalities' cost associated with TxDOT facilities can be financed with impact fees. All roadways included in the 2019 CIP are identified in the City of Alvarado Thoroughfare Plan. **Table 1B** shows recoupment costs for projects completed as part of the previous CIPs with debt not retired. These recoupment projects are also illustrated in **Figure 4**.

The engineer's opinions of probable construction cost were prepared without the benefit of a detailed preliminary engineering study for each project. The costs are based on data provided by the City of Alvarado and on roadway project construction bids. Financing costs for the projects in the thoroughfare CIP were also included in the total estimated cost and the interest rate of 5% was provided by the City of Alvarado.

Table A1 – Future Capital Improvement Projects

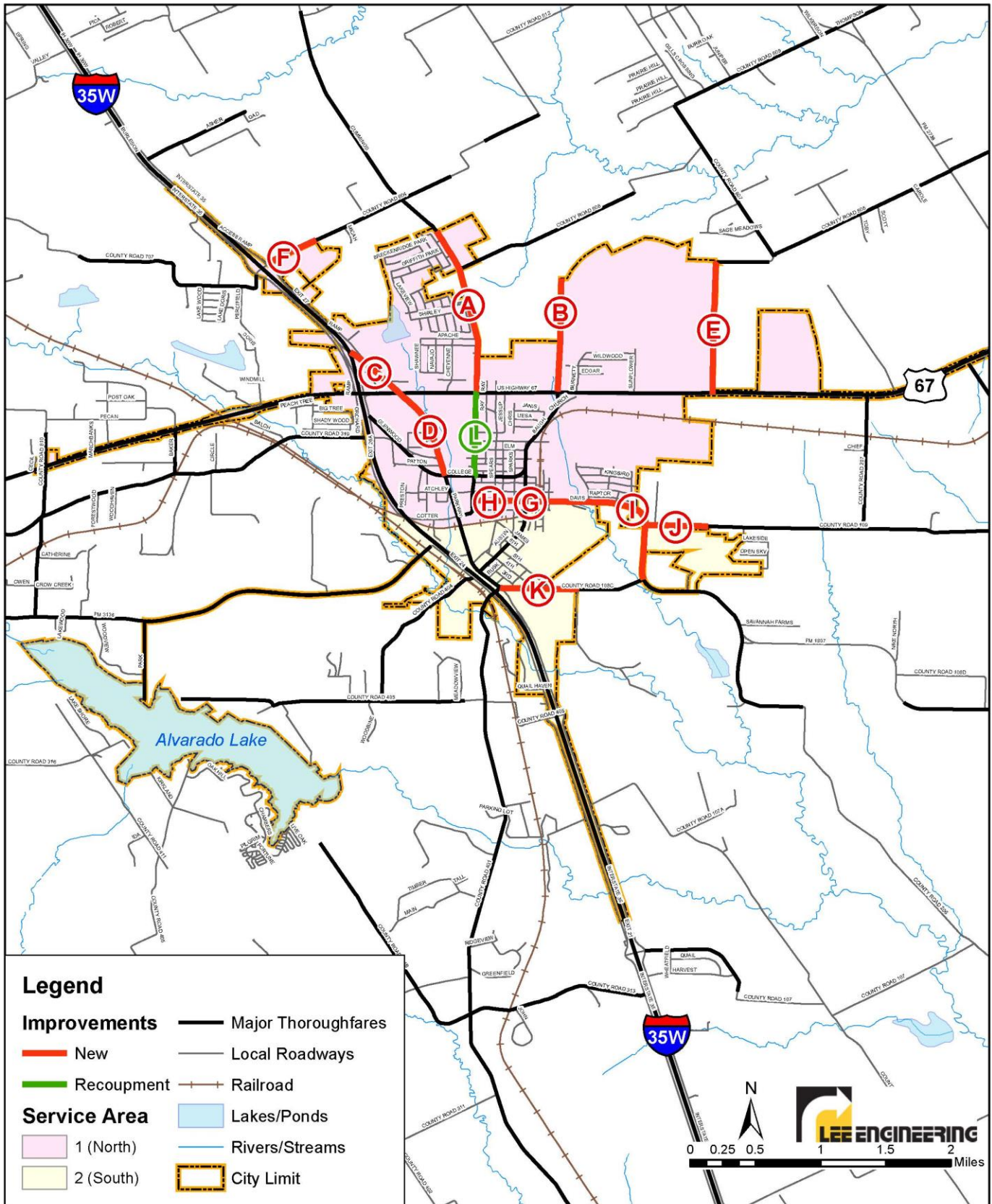
ARTERIAL	BOUNDARY		EXISTING	PROJECT DESCRIPTION	LENGTH (ft)	TOTAL COST W/O INTEREST	COST OF INTEREST	TOTAL PROJECT COST
	FROM	TO						
A - N. Cummings Dr	US 67	N City Limits	2 lanes	Build a 2-lane section w/ dual left turn lane	6,706	\$ 18,775,680.00	\$ 9,387,840.00	\$ 28,163,520.00
B - Baugh St	US 67	City Limits	2 lanes	Build a 6-lane undivided section	5,500	\$ 19,250,000.00	\$ 9,625,000.00	\$ 28,875,000.00
C - N Parkway Dr	IH35	US 67	2 lanes	Build 6-lanes divided section	1,590	\$ 5,565,000.00	\$ 2,782,500.00	\$ 8,347,500.00
D - N Parkway Dr	US 67	W College St	2 lanes	Build 4-lanes divided section	3,750	\$ 10,875,000.00	\$ 5,437,500.00	\$ 16,312,500.00
E - CR 607	US 67	City Limits	2 lanes	Build 4-lanes divided section	5,300	\$ 15,370,000.00	\$ 7,685,000.00	\$ 23,055,000.00
F - CR 604	IH35	City Limits	2 lanes	Build 4-lanes divided section	2,100	\$ 6,090,000.00	\$ 3,045,000.00	\$ 9,135,000.00
G - Davis Ave	Sparks	Railroad Tracks	2 lanes	Build 5-lanes section	800	\$ 2,480,000.00	\$ 1,240,000.00	\$ 3,720,000.00
H - Davis Ave	Cummings	Sparks	2 lanes	Build 5-lanes section	1,000	\$ 3,100,000.00	\$ 1,550,000.00	\$ 4,650,000.00
				Service Area 1 Sub Total		\$ 81,505,680.00	\$ 40,752,840.00	\$ 122,258,520.00
I - Davis Ave	Railroad Tracks	Maple St	2 lanes	Build 5-lanes section	6,300	\$ 19,530,000.00	\$ 9,765,000.00	\$ 29,295,000.00
J - CR 109	FM 1807	City Limits	2 lanes	Build 5-lanes section	1,320	\$ 4,092,000.00	\$ 2,046,000.00	\$ 6,138,000.00
K - Maple St	S PKWY Dr	S City Limits/HS Driveway	2 lanes	Build 5-lanes section	2,375	\$ 7,362,500.00	\$ 3,681,250.00	\$ 11,043,750.00
				Service Area 2 Sub Total		\$ 30,984,500.00	\$ 15,492,250.00	\$ 46,476,750.00
				CIP PROJECT TOTALS :		\$ 112,490,180.00	\$ 56,245,090.00	\$ 168,735,270.00

Table 1B – Recoupment Projects

Projects from previous CIP that have been completed:

ARTERIAL	BOUNDARY		EXISTING	PROJECT DESCRIPTION	LENGTH (ft)	TOTAL COST W/O INTEREST	COST OF INTEREST	TOTAL PROJECT COST
	FROM	TO						
L - N Cummings Dr	US 67	W College St	2 lanes	Build 2-lane undivided section w/ OSP	3,275	\$ 2,333,964.00	\$ 1,166,982.00	\$ 3,500,946.00
				Service Area 1 Sub Total		\$ 2,333,964.00	\$ 1,166,982.00	\$ 3,500,946.00
None					\$ -	\$ -	\$ -	\$ -
				Service Area 2 Sub Total		\$ -	\$ -	\$ -
				RECOUPMENT PROJECT TOTALS :		\$ 2,333,964.00	\$ 1,166,982.00	\$ 3,500,946.00

Figure 4 – Roadway Impact Fee Eligible Capital Improvements Plans



J. IMPACT FEE CALCULATION

J.1 INTRODUCTION

The next step of the Development Impact Fee process is the determination of the maximum fee per service unit that can be charged by the City for new developments. The fee is calculated by dividing the costs of the capital improvements identified as necessary to serve growth forecast to occur during the 10-year planning period by the number of service units of growth forecast to occur. The specific steps, as described in following paragraphs of this section include:

1. Determination of a standard service unit;
2. Identification of service areas for the City;
3. Identification of that portion of the total capital improvements necessary to serve the projected growth over the next 10-year period;
4. Analysis of the total capacity, level of current usage, and commitment for usage of capacity of existing improvements;
5. Determination of the “standard service unit” and equivalency tables establishing the ratio of a service unit to the types of land use forecast for growth.

J.2 SERVICE UNIT

To determine the impact fee rate applied to thoroughfare facilities the standard service unit selected was “**PM Peak Hour Vehicle-Miles.**” This service unit can be obtained by multiplying the number of trips generated by a specific land use type during the PM peak hour (vehicles) by the average trip length (miles) for that land use. The PM peak hour was chosen because it is usually considered the critical time for roadway analyses. The trip generation data was directly obtained or derived for each defined land use type from “*Trip Generation Manual, 11th Edition*” of the Institute of Transportation Engineers, which is the standard data reference to determine vehicle trip generation characteristics of particular land use types and densities. Trip length information for each land use specified was based on data developed for the Dallas-Fort Worth area by the North Central Texas Council of Governments (NCTCOG). The trip length was set at a maximum of three (3) miles for any land use, as this trip length was assumed to be the maximum average distance a trip would travel on roadways within each service area in the City of Alvarado. **Table 2** shows the typical service units for each land use type.

Table 2 - Service Unit Calculation by Land Use Type
City of Alvarado 2023 Roadway Impact Fee Study Update

	Variable	PM Peak Trips¹ (vehicles)	Trip Length² (miles)	Vehicle-Miles
Residential	Dwelling Unit	0.94	3.0	2.82
Office	1,000 ft ²	1.44	3.0	4.32
Commercial / Retail	1,000 ft ²	3.40	3.0	10.20
Industrial	1,000 ft ²	0.65	3.0	1.95
Institutional	1,000 ft ²	1.01	3.0	3.03
Parks and Recreational	Acre	6.47	3.0	19.41

¹ Based on *ITE Trip Generation, 11th Edition*

² Based on FHWA National Household Travel Survey (2017)

J.3 SERVICE AREAS

The State Statute governing the imposition of development impact fees require that collection and expenditure of fees imposed for street facilities “...is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles.” To comply with this State Law, two service areas (labeled Service Area 1 and Service Area 2) were established for the City of Alvarado to ensure that funds are spent within six miles of where they are collected. The service areas include most of the developable land within the city limits of Alvarado. Within Alvarado, the growth, and intensities of growth for the ultimate development of the City and that portion of the service area expected to occur during the 10-year period, 2023-2033, is forecast. The two service areas are shown in **Figure 4**.

J.4 ASSUMPTIONS AND EVALUATION CRITERIA

Determination of the eligible costs of capital improvements to serve the forecast growth over the 10-year period from 2023 to 2033 was based on data provided by the City of Alvarado and found in the 2017 Comprehensive Plan. The basic criteria and assumptions made for this study include the following:

1. Costs of existing facilities constructed to serve new development have been included, and City of Alvarado staff identified projects of this type.
2. Bond interest costs are included.
3. Street facility improvements, although necessary for additional capacity by new growth, will logically serve all existing and future growth by improved safety and drainage

characteristics. Therefore, the 10-year eligible costs have been proportioned as the ratio of the 10-year growth to the total number of service units determined for the build-out.

Table 3 shows the portion of ultimate build-out service units that will be attributable to growth within the next 10 years and is used to pro-rate the identified costs in the service area.

In order to maintain the equity of impact fee assessment, the cost for streets included in the 10-year Capital Improvement Plan will include the total cost of the street facilities, not reduced by any expected participation. Construction by a developer of an arterial facility within or off-site should be treated as a credit to the impact fee assessment.

*Table 3 - Summary of Vehicle-Mileage Distribution by Development Period
City of Alvarado 2023 Roadway Impact Fee Study Update*

Service Area	Existing		2024 - 2033		Year 2045 - Ultimate		Ultimate Vehicle-Miles
	Vehicle-Miles 2023	Portion of Ultimate Vehicle-Miles	Vehicle-Miles Added 2024-2034	Portion of Ultimate Vehicle-Miles	Vehicle-Miles Added 2033 - Ultimate	Portion of Ultimate Vehicle-Miles	
1	20,608	0.482	15,124	0.353	7,053	0.165	42,785
2	10,582	0.516	7,222	0.352	2,688	0.131	20,492
Total	31,190		22,346		9,741		63,277

J.5 ELIGIBLE COSTS

Table 4 presents a summary of the roadway capital improvement costs for the two service areas. The 10-year portion of the total costs was calculated using the data from **Table 3**.

Costs of each of the individual street projects were accumulated, or apportioned, for the service area in which they were located. Boundaries of the service areas were located to be coincident with natural barriers, the center of existing or proposed street facilities included in the capital improvements plan or along city limit lines. The costs of these projects included only those costs that will be paid for by the City of Alvarado.

J.6 DETERMINATION OF STANDARD SERVICE UNIT AND EQUIVALENCY

The determination of growth of service units and resulting impact fee rates were then made. **Table 5** presents the derivation of service unit equivalents for each of the six defined land use types. The service unit equivalents are referenced to and based on the residential land use.

Table 6 presents a summary of the calculations and resulting eligible costs per service unit. Under current State law, municipalities are required to administer a detailed financial analysis to support the use of an impact fee higher than 50 percent of the eligible costs. As an

alternative to performing the financial analysis, the impact fee can be set at or below 50 percent of the total eligible costs. The total eligible costs per service unit are shown in **Table 6**. The City will use either a detailed financial analysis to adjust for tax credits or will use 50 percent of these eligible costs.

K. IMPACT FEE CALCULATION METHODOLOGY

The methodology for calculating the maximum *allowable* impact fee for roadway facilities can be summarized in the following three steps. First, determine the cost of the roadway facilities (existing roadways eligible for recuperation of construction cost and proposed roadways) that can be attributed to new growth over the 10-year period. This calculation for Service Areas 1 and 2 is summarized on pages 35 and 36.

Table 4 - Summary of Capital Improvement Cost by Service Area
City of Alvarado 2023 Roadway Impact Fee Study Update

Service Area	Zone Cost of Thoroughfare	Portion of Capacity of Thoroughfare Attributed to Growth (2023 - 2032)	Cost of Thoroughfare Attributed to Growth (2023 - 2032)
1	\$125,759,466.00	0.353	\$44,393,091.50
2	\$46,476,750.00	0.352	\$16,359,816.00
Totals	\$172,236,216.00		\$60,752,907.50

Table 5 - Thoroughfare Land Use Equivalency
City of Alvarado 2023 Roadway Impact Fee Study Update

Land Use	Development Unit	Veh-Miles / Development Unit (1)	SU Equivalency (2)
Residential	Dwelling Unit	2.82	1.00
Office	1,000 ft ²	4.32	1.53
Commercial / Retail	1,000 ft ²	10.20	3.62
Industrial	1,000 ft ²	1.95	0.69
Public and Institutional	1,000 ft ²	3.03	1.07
Parks and Recreational	1,000 ft ²	19.41	6.88

Notes:

(1) Based on data from the ITE Trip Generation Manual and NCTCOG

(2) Ratio of each land use to service unit of Residential

Table 6 - Impact Fee Calculation for Thoroughfare by Service Area
City of Alvarado 2023 Roadway Impact Fee Study Update

Service Area	Cost of Thoroughfare Attributed to Growth (2023 - 2034)	Number of New Service Units (2024 - 2034)	Cost Per Service Unit	Cost Per Service Unit (Rounded)
1	\$44,393,091.50	15,124	\$2,935.27	\$2,935
2	\$16,359,816.00	7,222	\$2,265.27	\$2,265
Totals	\$60,752,907.50	22,346		

K.1 Calculation for Service Area 1

Cost of Roadway Facilities (Tables 1A and 1B - Service Area 1) = \$125,759,466.00
Proportion of Capacity Attributable to New Growth (Table 3 - Service Area 1) = .353
Cost of Roadway Facilities Attributable to Growth (2023-2033 - Service Area 1):

$$\$125,759,466.00 \times 0.353 = \$44,393,091.50$$

The second step is to determine the maximum *calculated* impact fee. The maximum *calculated* impact fee is the ratio of the total cost for roadway facilities attributable to growth in the next ten years (2023-2033) divided by the total growth in equivalent service units (ESU). The maximum calculated impact fee for Service Area 1 is:

Maximum Roadway Impact Fee =
$$\frac{\text{Eligible Thoroughfare Cost Attributed to Growth (Table 4)}}{\text{Total Growth in Equivalent Service Units (Table 3)}}$$

$$= \frac{\$44,393,091.50}{15,124 \text{ ESU}}$$

$$= \$2,935.27 / \text{ESU (Service Area 1)}$$

This amount represents the maximum *calculated* impact fee for roadway facilities. For the last step, the current impact fee legislation requires the City to produce a financial analysis to support a fee greater than 50 percent of the eligible costs or to reduce the maximum calculated impact fee by 50 percent. If the City chooses to use a maximum allowable impact fee of 50 percent of the maximum calculated fee the amount would be $\$2,935.27 \times 50\% = \$1,467.63$ or $\$1,467.50$ (rounded).

K.2 Calculation for Service Area 2

Cost of Roadway Facilities (Tables 1A and 1B - Service Area 2) = \$46,476,750.00
Proportion of Capacity Attributable to New Growth (Table 3 - Service Area 2) = 0.352
Cost of Roadway Facilities Attributable to Growth (2023-2033 - Service Area 2):
$$\$46,476,750 \times 0.352 = \$16,359,816.00$$

The second step is to determine the maximum *calculated* impact fee. The maximum *calculated* impact fee is the ratio of the total cost for roadway facilities attributable to growth in the next ten years (2023-2033) divided by the total growth in equivalent service units (ESU). The maximum calculated impact fee for Service Area 2 is:

Maximum Roadway Impact Fee =
$$\frac{\text{Eligible Thoroughfare Cost Attributed to Growth (Table 4)}}{\text{Total Growth in Equivalent Service Units (Table 3)}}$$
$$= \frac{\$16,359,816.00}{7,222 \text{ ESU}}$$
$$= \$2,265.27 / \text{ESU} = \$2,265.00 / \text{ESU (Rounded Service Area 2)}$$

This amount represents the maximum *calculated* impact fee for roadway facilities. For the last step, the current impact fee legislation requires the City to produce a financial analysis to support a fee greater than 50 percent of the eligible costs or to reduce the maximum calculated impact fee by 50 percent. If the City chooses to use a maximum allowable impact fee of 50 percent of the maximum calculated fee the amount would be $\$2,265.00 \times 50\% = \$1,132.64$ or $\$1,132.50$ (rounded).

K.3 Impact Fee Calculation Example

The land use equivalency table is provided in **Table 7**. This table identifies the total service units generated by specific uses within each land use category. To obtain the impact fee to be charged for a particular land use, the impact fee per service unit adopted by the City and the service units per development unit generated for that particular land use from **Table 7** are used. Examples for calculating the impact fee for both a single-family dwelling unit and a 50,000 ft² shopping center (commercial / retail facility) assuming impact fees of \$1,467.50 per service unit (Service Area 1) and \$1,132.50 per service unit (Service Area 2) are shown on page 38.

Table 7 - Land Use Equivalency
City of Alvarado 202023 Roadway Impact Fee Study Update

CATEGORY	LAND USE	DEVELOPMENT T UNITS ¹	ITE TRIP RATE ²	TRIP LENGTH ³	PASS-BY TRAFFIC ⁴	SERVICE UNITS ⁵	MAX ALLOWABLE IMPACT FEE / DEVELOPMENT UNIT ⁶	
							Service Area 1	Service Area 2
RESIDENTIAL								
	Single-Family Detached	Dwelling Unit	0.94	3.0	0	2.82	\$4,138.35	\$3,193.65
	Apartment/Multi-Family	Dwelling Unit	0.51	3.0	0	1.53	\$2,245.28	\$1,732.73
	Condominium/Townhouse	Dwelling Unit	0.57	3.0	0	1.71	\$2,509.43	\$1,936.58
	Mobile Home	Dwelling Unit	0.58	3.0	0	1.74	\$2,553.45	\$1,970.55
OFFICE								
	General Office Building	1,000 ft ² GFA	1.44	3.0	0	4.32	\$6,339.60	\$4,892.40
	Medical - Dental Office	1,000 ft ² GFA	3.1	3.0	0	9.30	\$13,647.75	\$10,532.25
COMMERCIAL								
	Automobile Care Center	1,000 ft ² GFA	3.11	2.5	0.3	5.44	\$7,983.20	\$6,160.80
	Building Materials/Lumber	1,000 ft ² GFA	2.25	2.0	0.2	3.60	\$5,283.00	\$4,077.00
	Convenience Stores/Gas Station	Fueling Positions	18.42	0.4	0.63	2.73	\$4,006.28	\$3,091.73
	Drive-In Bank	1,000 ft ² GFA	21.01	1.7	0.47	18.93	\$27,779.78	\$21,438.23
	Fast Food Restaurant	1,000 ft ² GFA	33.03	2.0	0.5	33.03	\$48,471.53	\$37,406.48
	Free-Standing Discount Store	1,000 ft ² GFA	4.86	2.5	0.17	10.08	\$14,792.40	\$11,415.60
	Garden Center/Nursery	1,000 ft ² GFA	6.94	2.5	0.2	13.88	\$20,368.90	\$15,719.10
	Golf Course	Acres	3.74	2.5	0	9.35	\$13,721.13	\$10,588.88
	Hardware/Paint Store	1,000 ft ² GFA	2.98	2.5	0.26	5.51	\$8,085.93	\$6,240.08
	Home Improvement Store	1,000 ft ² GFA	2.29	3.0	0.48	3.57	\$5,238.98	\$4,043.03
	Hotel	Rooms	0.59	3.0	0	1.77	\$2,597.48	\$2,004.53
	Pharmacy/Drugstore	1,000 ft ² GFA	10.25	2.5	0.49	13.07	\$19,180.23	\$14,801.78
	Self-Service Car Wash	Stalls	5.54	2.0	0.6	4.43	\$6,501.03	\$5,016.98
	Service Station	Fueling Positions	13.91	0.5	0.42	4.03	\$5,914.03	\$4,563.98
	Sit-Down Restaurant	1,000 ft ² GFA	9.05	2.4	0.43	12.38	\$18,167.65	\$14,020.35
	Shopping Center	1,000 ft ² GFA	3.4	3.0	0.34	6.73	\$9,876.28	\$7,621.73
	Supermarket	1,000 ft ² GFA	8.95	2.5	0.36	14.32	\$21,014.60	\$16,217.40
INDUSTRIAL								
	General Light Industrial	1,000 ft ² GFA	0.65	3.0	0	1.95	\$2,861.63	\$2,208.38
	Mini-Warehouse	1,000 ft ² GFA	0.15	3.0	0	0.45	\$660.38	\$509.63
	Warehouse	1,000 ft ² GFA	0.18	3.0	0	0.54	\$792.45	\$611.55
INSTITUTIONAL								
	High School	Students	0.14	2.1	0	0.29	\$425.58	\$328.43
	Day Care Center	Students	0.79	2.7	0.9	0.21	\$308.18	\$237.83
	Nursing Home	1,000 ft ² GFA	0.59	2.5	0	1.48	\$2,171.90	\$1,676.10
	Church	1,000 ft ² GFA	0.49	2.1	0	1.03	\$1,511.53	\$1,166.48

¹ GFA = Gross Floor Area

² (Vehicles); Based on *ITE Trip Generation Manual, 11th Edition*

³ (Miles); Based on NCTCOG Data

⁴ Percentage of traffic already passing by site - land use is an intermediate destination

⁵ (Vehicle-Miles)

⁶ Based on 50% of maximum calculated impact fee for each service area

* The land uses and trip generation characteristics listed in this chart are intended as examples. The complete table of land uses and trip generation characteristics is contained in the Institute of Transportation Engineers *Trip Generation Manual, Eleventh Edition*, which is incorporated herein by reference.

K.4 Service Area 1 – Example Calculations

SINGLE-FAMILY DWELLING (Service Area 1)

- Vehicle-Miles per Development Unit for Single-Family Dwelling Unit
(1 Dwelling Unit) x (2.82 Vehicle-Miles / Dwelling Unit) = 2.82 Vehicle-Miles
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = 1,467.50 / Service Unit:
(2.82 Vehicle-Miles) x (\$1,467.50 / Vehicle-Miles) = \$ 4,138.35

50,000 ft² SHOPPING CENTER (Service Area 1)

- Vehicle-Miles per Development Unit for Shopping Center
(50,000 ft²) x (6.73 Vehicle-Miles / 1,000 ft²) = 336.5 Vehicle-Miles
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,467.50 / Service Unit:
Unit: x (336.5 Vehicle-Miles) x (\$1,467.50 / Vehicle-Miles) = \$ 493,813.75

K.5 Service Area 2 – Example Calculations

SINGLE-FAMILY DWELLING (Service Area 2)

- Vehicle-Miles per Development Unit for Single-Family Dwelling Unit
(1 Dwelling Unit) x (2.82 Vehicle-Miles / Dwelling Unit) = 2.82 Vehicle-Miles
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,132.50 /Service Unit:
(2.82 Vehicle-Miles) x (\$1,132.50 / Vehicle-Miles) = \$ 3,193.65

50,000 ft² SHOPPING CENTER (Service Area 2)

- Vehicle-Miles per Development Unit for Shopping Center
(50,000 ft²) x (6.73 Vehicle-Miles / 1,000 ft²) = 336.5 Vehicle-Miles
- Assume 50 percent of the Maximum Calculated Roadway Impact Fee = \$1,132.50 /Service Unit:
(336.50 Vehicle-Miles) x (\$1,132.50 / Vehicle-Miles) = \$381,086.25



10 YEAR WATER AND WASTEWATER IMPACT FEE REVIEW

APPENDIX “A”

WATER DISTRIBUTION SYSTEM IMPACT FEE DATA

**PUMP STATION
GROUND STORAGE RESERVOIRS
ELEVATED STORAGE TANK
TRANSMISSION LINE
DISTRIBUTION LINES**

TABLE NO. A-1
CITY OF ALVARADO, TEXAS
WATER DISTRIBUTION SYSTEM IMPACT FEE STUDY
EXISTING IMPACT FEE WATER LINES

Pipe Number	Length (Ft.)	Diameter (Inches)	Total Project Cost (\$)	Debt Service Interest Rate	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost (\$)	(%) Utilized Capacity			(\$) Utilized Capacity		
							2023	2033	During Fee Period	2023	2033	During Fee Period
1) JCSUD 16-inch Transmission Line												
1	2,400	16	\$494,399	5%	\$259,559	\$753,958	39%	100%	61%	\$296,557	\$753,958	\$457,401
Subtotal:	2,400		\$494,399	5%	\$259,559	\$753,958				\$296,557	\$753,958	\$457,401
EXISTING TOTAL:												
2,400			\$494,399.00		\$259,559	\$753,958				\$296,557	\$753,958	\$457,401

TABLE NO. A-2
CITY OF ALVARADO, TEXAS
WATER DISTRIBUTION IMPACT FEE STUDY
EXISTING WATER FACILITIES

		Cost (\$)					Capacity Utilized (%)			Capacity Utilized (\$)		
Project	Projected Capacity	Const.	Engineering, Testing and Property Acquisition	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Yr. Project Cost \$	2023	2033	In The CRF Period	2023	2033	In The CRF Period
Elevated Storage Tanks												
Well #10 0.3-MG EST	0.3-MG	\$2,549,986	\$0	5.000%	\$1,338,743	\$3,888,729	80%	100%	20%	\$3,110,983	\$3,888,729	\$777,746
Existing Facility Total		\$2,549,986			\$1,338,743	\$3,888,729				\$3,110,983	\$3,888,729	\$777,746

TABLE NO. A-3
CITY OF ALVARADO, TEXAS
WATER SYSTEM IMPACT FEE STUDY
PROPOSED CIP - WATER LINES

+ Average Unit costs are based in '2023' dollars unless otherwise indicated and includes engineering and easements.

Pipe Number	Length (Ft.)	Diameter (Inches)	+Avg. Unit Cost (\$/Ft.)	Total Capital Cost (\$)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost (\$)	(%) Utilized Capacity			(\$) Utilized Capacity		
								2022	2032	During Fee Period	2022	2032	During Fee Period
1) 8-inch Water Line Transmission													
2 4	1,980	8	\$190.00	\$376,200		\$197,505	\$573,705	0%	60%	60%	\$0	\$344,223	\$344,223
Subtotal:	1,980			\$376,200	5.0%	\$197,505	\$573,705				\$0	\$344,223	\$344,223
2) 12-inch Water Line Transmission													
2 5	10,140	12	\$250.00	\$2,535,000		\$1,330,875	\$3,865,875	0%	82%	82%	\$0	\$3,170,018	\$3,170,018
Subtotal:	10,140			\$2,535,000	5.0%	\$1,330,875	\$3,865,875				\$0	\$3,170,018	\$3,170,018
3) 12-inch Water Line Transmission Upsize from 8-inch													
1 6	1,340	12	\$60.00	\$80,400		\$42,210	\$122,610	0%	89%	89%	\$0	\$109,123	\$109,123
Subtotal:	1,340			\$80,400	5.0%	\$42,210	\$122,610				\$0	\$109,123	\$109,123
4) 8-inch Water Line Transmission													
2 7	2,130	8	\$190.00	\$404,700		\$212,468	\$617,168	0%	89%	89%	\$0	\$549,280	\$549,280
Subtotal:	2,130			\$404,700	5.0%	\$212,468	\$617,168				\$0	\$549,280	\$549,280
5) 8-inch Water Line Transmission													
2 8	2,280	8	\$190.00	\$433,200		\$227,430	\$660,630	0%	85%	85%	\$0	\$561,536	\$561,536
Subtotal:	2,280			\$433,200	5.0%	\$227,430	\$660,630				\$0	\$561,536	\$561,536
6) 8-inch Water Line Transmission													
2 9	2,550	8	\$190.00	\$484,500		\$254,363	\$738,863	0%	80%	80%	\$0	\$591,090	\$591,090
Subtotal:	2,550			\$484,500	5.0%	\$254,363	\$738,863				\$0	\$591,090	\$591,090
7) 12-inch Water Line Transmission													
2 10	1,295	12	\$250.00	\$323,750		\$169,969	\$493,719	0%	80%	80%	\$0	\$394,975	\$394,975
Subtotal:	1,295			\$323,750	5.0%	\$169,969	\$493,719				\$0	\$394,975	\$394,975
8) 12-inch Water Line Transmission & Second JCSUD Point													
1 12	4,715	12	\$250.00	\$1,178,750		\$618,844	\$1,797,594	0%	90%	90%	\$0	\$1,617,834	\$1,617,834
Subtotal:	4,715			\$1,178,750	5.0%	\$618,844	\$1,797,594				\$0	\$1,617,834	\$1,617,834
PROPOSED TOTAL:	26,430			\$5,816,500		\$3,053,663	\$8,870,163				\$0	\$7,338,079	\$7,338,079

1 - City Participates in Cost Oversize

2 - City Initiates and Funds

TABLE NO. A-4
CITY OF ALVARADO, TEXAS
WATER DISTRIBUTION IMPACT FEE STUDY
PROPOSED WATER FACILITIES

Project	Projected Capacity	Cost (\$)					Capacity Utilized (%)			Capacity Utilized (\$)		
		Const.	Engineering, Testing and Property Acquisition (20%)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Yr. Project Cost \$	2023	2033	In The CRF Period	2023	2033	In The CRF Period
Elevated Storage Tanks												
0.5-MG EST	0.5-MG	\$3,000,000	\$600,000	5.000%	\$1,575,000	\$5,175,000	0%	60%	60%	\$0	\$3,105,000	\$3,105,000
Proposed Facility Total		\$3,000,000	\$600,000		\$1,575,000	\$5,175,000				\$0	\$3,105,000	\$3,105,000



10 YEAR WATER AND WASTEWATER IMPACT FEE REVIEW

APPENDIX “B”

WASTEWATER COLLECTION SYSTEM

IMPACT FEE DATA

**WASTEWATER TREATMENT PLANT
CITY COLLECTION LINES
LIFT STATION
FORCE MAINS**

TABLE NO. B-1
CITY OF ALVARADO, TEXAS
WASTE WATER COLLECTION SYSTEM IMPACT FEE STUDY
EXISTING IMPACT FEE TRANSMISSION LINES

Pipe Number	Length (Ft.)	Diameter (Inches)	Total Project Cost (\$)	Debt Service Interest Rate	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost (\$)	Utilized Capacity			Utilized Capacity		
							(%)			(\$)		
							2023	2033	During Fee Period	2023	2033	During Fee Period
1) 12-inch/15-inch Gravity Sewer Line												
1	5,665	12"/15"	\$579,143	5%	\$304,050	\$883,193	40%	80%	40%	\$353,277	\$706,554	\$353,277
Subtotal:	5,665		\$579,143	5%	\$304,050	\$883,193				\$353,277	\$706,554	\$353,277
EXISTING TOTAL:												
	5,665		\$579,143.00		\$304,050	\$883,193				\$353,277	\$706,554	\$353,277

TABLE NO. B-2
CITY OF ALVARADO, TEXAS
WASTE WATER COLLECTION SYSTEM IMPACT FEE STUDY
PROPOSED CIP - COLLECTION LINES

+ Average Unit costs are based in '2023' dollars unless otherwise indicated and includes engineering and easements.

Pipe Number	Length (Ft.)	Diameter (Inches)	+Avg. Unit Cost (\$/Ft.)	Total Capital Cost (\$)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost (\$)	Utilized Capacity			Utilized Capacity		
								2022	2032	During Fee Period	2022	2032	During Fee Period
1) 18-inch Gravity Sewer Line													
2 1	6,895	18	\$310.00	\$2,137,450		\$1,122,161	\$3,259,611	0%	57%	57%	\$0	\$1,866,868	\$1,866,868
Subtotal:	6,895			\$2,137,450	5.0%	\$1,122,161	\$3,259,611				\$0	\$1,866,868	\$1,866,868
2) 10-inch Force Main													
2 2	13,510	10	\$200.00	\$2,702,000		\$1,418,550	\$4,120,550	0%	61%	61%	\$0	\$2,521,867	\$2,521,867
Subtotal:	13,510			\$2,702,000	5.0%	\$1,418,550	\$4,120,550				\$0	\$2,521,867	\$2,521,867
3) 21-inch Gravity Sewer Line													
2 3	5,470	21	\$350.00	\$1,914,500		\$1,005,113	\$2,919,613	0%	51%	51%	\$0	\$1,497,237	\$1,497,237
Subtotal:	5,470			\$1,914,500	5.0%	\$1,005,113	\$2,919,613				\$0	\$1,497,237	\$1,497,237
4) 18-inch Gravity Sewer Line (Upsize from 12-inch)													
1 4	4,700	18	\$110.00	\$517,000		\$271,425	\$788,425	0%	80%	80%	\$0	\$627,156	\$627,156
Subtotal:	4,700			\$517,000	5.0%	\$271,425	\$788,425				\$0	\$627,156	\$627,156
5) 24-inch Gravity Sewer Line (Upsize from 12-inch)													
1 5	5,875	24	\$180.00	\$1,057,500		\$555,188	\$1,612,688	0%	57%	57%	\$0	\$921,536	\$921,536
Subtotal:	5,875			\$1,057,500	5.0%	\$555,188	\$1,612,688				\$0	\$921,536	\$921,536
6) 8-inch Gravity Sewer Line													
2 6	5,770	8	\$190.00	\$1,096,300		\$575,558	\$1,671,858	0%	66%	66%	\$0	\$1,109,640	\$1,109,640
Subtotal:	5,770			\$1,096,300	5.0%	\$575,558	\$1,671,858				\$0	\$1,109,640	\$1,109,640
7) 12-inch Gravity Sewer Line													
2 7	2,155	12	\$210.00	\$452,550		\$237,589	\$690,139	0%	42%	42%	\$0	\$291,982	\$291,982
Subtotal:	2,155			\$452,550	5.0%	\$237,589	\$690,139				\$0	\$291,982	\$291,982
8) 6-inch Force Main													
2 8	6,450	6	\$190.00	\$1,225,500		\$643,388	\$1,868,888	0%	79%	79%	\$0	\$1,483,244	\$1,483,244
Subtotal:	6,450			\$1,225,500	5.0%	\$643,388	\$1,868,888				\$0	\$1,483,244	\$1,483,244
9) 8-inch Gravity Sewer Line													
2 9	2,520	8	\$190.00	\$478,800		\$251,370	\$730,170	0%	71%	71%	\$0	\$516,935	\$516,935
Subtotal:	2,520			\$478,800	5.0%	\$251,370	\$730,170				\$0	\$516,935	\$516,935
10) 30-inch Gravity Sewer Line (Upsize from 18-inch)													
1 10	903	30	\$110.00	\$99,330		\$52,148	\$151,478	0%	76%	76%	\$0	\$114,684	\$114,684
Subtotal:	903			\$99,330	5.0%	\$52,148	\$151,478				\$0	\$114,684	\$114,684

CITY OF ALVARADO, TEXAS
WASTE WATER COLLECTION SYSTEM IMPACT FEE STUDY
PROPOSED CIP - COLLECTION LINES

+ Average Unit costs are based in '2023' dollars unless otherwise indicated and includes engineering and easements.

Pipe Number	Length (Ft.)	Diameter (Inches)	+ Avg. Unit Cost (\$/Ft.)	Total Capital Cost (\$)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Year Project Cost (\$)	(%) Utilized Capacity			(\$) Utilized Capacity		
								2022	2032	During Fee Period	2022	2032	During Fee Period
11) 24-inch Gravity Sewer Line													
2 11	4,300	24	\$380.00	\$1,634,000		\$52,148	\$1,686,148	0%	57%	57%	\$0	\$963,513	\$963,513
Subtotal:	4,300			\$1,634,000	5.0%	\$52,148	\$1,686,148				\$0	\$963,513	\$963,513
12) 8-inch Gravity Sewer Line													
2 11	4,570	24	\$190.00	\$868,300		\$857,850	\$1,726,150	0%	57%	57%	\$0	\$986,371	\$986,371
Subtotal:	4,570			\$868,300	5.0%	\$857,850	\$1,726,150				\$0	\$986,371	\$986,371
PROPOSED TOTAL:		54,248		\$14,183,230		\$7,042,488	\$21,225,718				\$0	\$12,901,033	\$12,901,033

1 - City Participates in Cost Oversize

2 - City Initiates and Funds

TABLE NO. B-3
CITY OF ALVARADO, TEXAS
WASTE WATER COLLECTION SYSTEM IMPACT FEE STUDY
PROPOSED WASTE WATER FACILITIES

Project	Projected Capacity	Cost (\$)					Capacity Utilized (%)			Capacity Utilized (\$)		
		Const.	Engineering, Testing and Property Acquisition (20%)	Debt Service Interest Rate %	20 Year Debt Service Utilizing Simple Interest	Total 20 Yr. Project Cost \$	2023	2033	In The CRF Period	2023	2033	In The CRF Period
Wastewater Treatment Plant Expansion												
Treatment Plant Expansion Ph. 1	1.4-MG	\$30,000,000	\$6,000,000	5.000%	\$15,750,000	\$51,750,000	43%	86%	43%	\$22,178,571	\$44,357,143	\$22,252,500
Treatment Plant Expansion Ph. 2	2.2-MG	\$40,000,000	\$8,000,000	5.000%	\$21,000,000	\$69,000,000	0%	45%	45%	\$0	\$31,050,000	\$31,050,000
Chambers Creek Lift Station												
Chambers Creek Lift Station	0.5-MG	\$3,500,000	\$700,000	5.000%	\$1,837,500	\$6,037,500	0%	60%	60%	\$0	\$3,622,500	\$3,622,500
Proposed Facility Total		\$73,500,000	\$14,700,000		\$38,587,500	\$126,787,500				\$22,178,571	\$79,029,643	\$56,925,000



**CITY OF ALVARADO, TEXAS
WATER AND WASTEWATER, ROADWAY
IMPACT FEE UPDATE**

PREPARED BY

 birkhoff,
hendricks &
carter, L.L.P.
Professional Engineers
Dallas, Texas

JUNE 2023

NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES.

Notice is hereby given that the Alvarado City Council will conduct a public hearing at their regularly scheduled meeting in the Council Chambers at Alvarado City Hall on Monday, August 21, 2023 at 6:30 P.M. to consider and act on the following.

Consideration on adoption of land use assumptions and a capital improvements plan under which an impact fee may be imposed. Any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES.

Notice is hereby given that the Alvarado City Council will conduct a public hearing at their regularly scheduled meeting in the Council Chambers at Alvarado City Hall on Monday, August 21, 2023 at 6:30 P.M. to consider and act on the following.

Consideration on adoption of impact fees in the amount of \$6,603.68 per service unit for water, \$8,523.90 per service unit for wastewater, \$1,467.50 per service unit for roadways in service area 1, and \$1,132.50 per service unit for roadways in service area 2. Any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fees.



City Council Meeting Management Report

Meeting Date: August 21, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Hold a public hearing, then consideration and action on the application of Shabana Mallick with Superior Grocers, Inc. for approval of a specific use permit in the General Commercial (C-2) District for *truck parking* use on 1.1 acres known as Lot 2, Block 1 of the Gandhi Addition, addressed at 1163 W. Hwy 67 (and in the 600 Block of N. Parkway Drive).

BACKGROUND & FINDINGS:

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Interstate Business, which generally includes big box retail and lifestyle shopping centers. This type of development is targeted to increase the non-residential tax revenue for the City and attract residents and visitors. The requested use will not increase tax revenue and is not consistent with the Comprehensive Plan.

On October 17, 2011, by a vote of 6-0, the Alvarado City Council approved Ordinance No. 2011-040, which granted a specific use permit (SUP) for *truck parking* with a five-year expiration. The City notified the current owner of this expiration, and the current owner now request renewal of the previously approved SUP.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On August 8, 2023, the Planning and Zoning Commission recommended disapproval of the SUP for truck parking by a vote of 3-0.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Zoning Map
General Commercial District Quick Reference
Property Owner Notice List
Notices
Expired Ordinance 2011-040
Drafted Ordinance 2023-0019

CITY OF ALVARADO

APPLICATION FOR A SPECIFIC USE PERMIT

DATE: 07-13-23 CLERK: Pay FEE: \$ 250.00 CASE NO: 2023-0546

NAME OF APPLICANT: Superior Grocers, Inc PH: (817) 783-8700

MAILING ADDRESS: 1165 West HWY 67 ALVARADO, TX-76009

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

circle one

NAME OF OWNER: SHABANA MALLICK PH: (817) 707-7861

MAILING ADDRESS: 1165 West HWY 67 ALVARADO, TX-76009

STREET ADDRESS OF PROPERTY: 1165 West HWY 67 ACREAGE: (1)

LEGAL DESCRIPTION: Open lot Using For Truck Parking for Hotel

PRESENT ZONE OF PROPERTY: Land PRESENT USE: Parking

REASON FOR NEEDING A SPECIFIC USE PERMIT: Guest Parking

USAGE OF ADJACENT PROPERTY NORTH: _____

SOUTH: _____

EAST: East side Front of Hotel

WEST: _____

PLEASE ATTACH REQUIRED SITE PLAN FOR APPLICATION CONSIDERATION.

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

APPLICANT'S SIGNATURE: malick, J. m

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

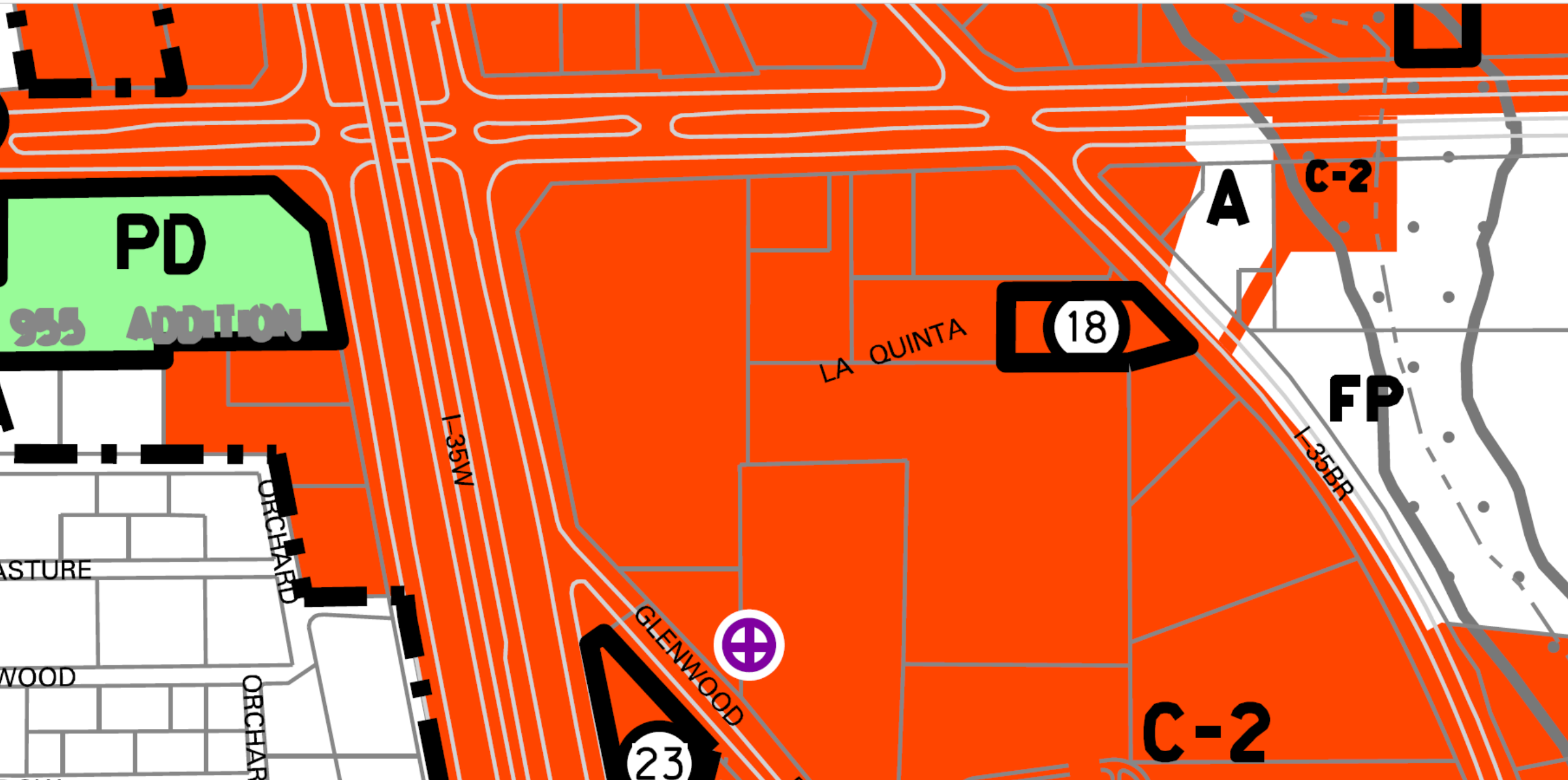
OWNER: Shabana, OR Jay malick

SWORN TO AND SUBSCRIBED before me this 13 day of July, 2023, by the person whose signature appears directly above.



Dana Diane Duncan
Notary Public in and for The State of Texas.
My Commission expires 10-07-24





Alvarado Address	Owner within 200 Feet	Mailing Address	City	State	Zip Code
1165 W. Hwy 67	Superior Grocers Inc.	1165 W. Hwy 67	Alvarado	TX	76009
611 N. Parkway Drive	Wells Fargo	333 Market St. 10th Floor A0109-101	San Francisco	CA	94105
415 N. Parkway Drive	Alvarado Glenwood Cemetery	PO Box 161	Alvarado	TX	76009
601 N. Parkway Drive	Bruce McAnally	2501 Bridle Path	Austin	TX	78703
1009 W. Hwy 67	Alvarado Express Lube	PO Box 1050	Alvarado	TX	76009
1011 W. Hwy 67	Parsons Trust	PO Box 2198	Memphis	TN	38101

	Owner, Applicant, ISD	Mailing Address	City	State	Zip Code
Owner	Superior Grocers Inc.	1165 W. Hwy 67	Alvarado	TX	76009



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

July 20, 2023

Superior Grocers Inc.
Attn: Shabana Mallick
1165 W. Hwy 67
Alvarado, TX 76009
817.707.7861

The City of Alvarado has received your request for approval of a specific use permit in the General Commercial (C-2) District for *parking lot or parking garage, truck parking* uses on 1.1 acres known as a Lot 2, Block 1 of the Gandhi Addition, addressed at 1163 W. Hwy 67.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Tuesday, the 8th day of August 2023, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 21st day of August 2023, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

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

Sincerely,

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



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

July 20, 2023

Dear Property Owner,

The City of Alvarado has received the request made by Shabana Mallick on behalf of Superior Groceries, Inc. for approval of a specific use permit in the General Commercial (C-2) District for *parking lot or parking garage, truck parking* uses on 1.1 acres known as a Lot 2, Block 1 of the Gandhi Addition, addressed at 1163 W. Hwy 67.

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NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 21st day of August 2023, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

According to City and County Tax Records, you are the owner of property which is located within two hundred (200) feet of the area of the requested zoning change. This is notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request.

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

Sincerely,

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

Sec. 42-30. C-2 general commercial district.

- (a) *Purpose.* The C-2 district is intended to allow the development of areas that provide a greater number and mix of retail and commercial uses. The uses permitted in the C-2 district are not generally carried on completely within a building or structure and an expanded range of service and repair uses is permitted. This district is reserved for areas of adequate size and location so that its broad range of high intensity land uses will not cause or create nuisances to adjoining zoning districts.
- (b) *Permitted uses and parking regulations.* In the C-2 district, no building or land shall be used and no building shall be hereinafter erected, placed, reconstructed, altered or enlarged, unless otherwise provided in this chapter, except for the following uses:

USE	PARKING REGULATIONS
Accessory building to main use	1 space per employee to be occupying the building
Amusement, commercial (indoor or outdoor)	1 space for every 1,000 square feet of gross floor area
Antique shop	1 space for every 200 square feet of floor area
Arts, crafts store (indoor or outdoor sales)	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee, plus 1 space for each 6 beds
Auto laundry	1 space per 200 square feet of floor space
Auto parts sales (inside)	1 space for every 200 square feet of floor area
Auto repair, minor	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Automobile and trailer sales area, new or used	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Automobile service station	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Bakery and confectionary, retail sales	1 space per 300 square feet of gross floor area
Bank, savings and loan, credit union	1 space per 200 square feet of gross floor area
Bar, tavern, nightclub	1 space per 300 square feet of gross floor area
Barber school or college	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Barbershop	1 space per 200 square feet of gross floor area
Beauty culture school; cosmetology spec. shop	6 or 1 space per 300 square feet of gross floor area
Beauty shop	1 space per 200 square feet of gross floor area
Bed and breakfast inn	2 enclosed spaces per unit, must be attached to main structure
Boat sales and storage	1 space per 300 square feet of gross floor area
Bowling alley	Six spaces for each lane
Building materials, hardware (inside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Bus terminal	1 space per intended user
Business service	1 space per 300 square feet of gross floor area
Candle manufacturing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1

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	space per 1,000 square feet of gross floor area, whichever is greater
Carwash	1 space per employee
Child care center	1 space per ten pupils/clients (design capacity)
Civic center	10 spaces plus 1 space for each 300 square feet of floor area in excess of 2,000 square feet. In an auditorium is included as part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Clinic, medical or dental	1 space per 200 square feet of gross floor area
Community center, private	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Community center, public	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Concrete, asphalt batching plant (temporary)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Construction yard (temporary)	1 space per employee to be occupying the area
Convenience store	1 space per 300 square feet of gross floor area or 32
Custom personal service shop	1 space per 200 square feet of gross floor area
Dance hall	1 space per 100 square feet of gross floor area
Discount, variety, or department store	1 space per 200 square feet of gross floor area
Drapery, needlework, or weaving shop	1 space per 300 square feet of gross floor area
Electrical substation	1 space per employee
Electrical transmission line	0 spaces
Engine and motor repair	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Exhibition area	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Farm equipment, sales and service	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Feed and farm supply (inside sales/storage)	1 space per 300 square feet of gross floor area
Feed and farm supply (outside sales/storage)	1 space per 300 square feet of gross floor area
Field or sales office, temporary	1 space per employee
Florist	1 space per 300 square feet of gross floor area
Food store; grocery store	1 space per 300 square feet of gross floor area

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(Supp. No. 8)

Fraternal organization, lodge or civic club	1.25 spaces per 200 square feet
Furniture and appliance repair and storage	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Furniture, appliance store	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Garage, private	1 space per employee to be occupying the garage
Garden center (retail sales)	1 space per 200 square feet of gross floor area
Gas metering station	1 space per employee
General merchandise indoor auction	1 space per 300 square feet of gross floor area
General merchandise store	1 space per 200 square feet of gross floor area
Greenhouse or plant nursery, commercial	1 space per 200 square feet of floor area
Greenhouse or plant nursery, noncommercial	1 space per employee
Gymnastic or dance studio	1 space for each three seats at maximum seating capacity, plus 1 space for each 200 square feet
Handcraft shop	1 space per 300 square feet of gross floor area
Health club; gymnasium	1 space per employee plus 1 space per 100 square feet of floor area
Heliport or heli-atop	1 space if located on the ground
Hospital (acute care)	1 space for every 2 beds
Hospital (chronic care); long term health care facility	1 space for each 2 beds
Laboratory, medical or dental	1 space per 300 square feet of gross floor area or 1 of the clinics
Laundry and cleaning, commercial	1 space per 300 square feet of gross floor area
Library	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Liquefied petroleum gas, storage and sale (no bulk plants)	1 space per employee plus 1 space for every 2,000 square feet of floor area
Local utility distribution lines	0 spaces
Medical supplies, sales and service	1 space per 300 square feet of gross floor area
Metal dealer, crafted precious	1 space per 300 square feet of gross floor area
Mobile food vendor	0 spaces
Mortuary or funeral home	1 space per 500 square feet of gross floor space in slumber rooms, parlors, or individual funeral service rooms
Motel, motor hotel, or motor lodge	1 space for each sleeping room, plus 1 space for each 300 square feet of commercial floor area
Motorcycle sales and service	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Museum or art gallery	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and

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	additional parking provided on the basis of 1 space for each 4 seats that it contains
Nonprofit animal shelter	1 space per 200 square feet of floor area
Nursery school, kindergarten	1 space per 10 pupils/clients (design capacity)
Office center	1 space per 300 square feet of gross floor area
Office, professional or general administrative	1 space per 300 square feet of gross floor area
Office-showroom/warehouse	1 space per 1,000 square feet of gross floor area for storage and warehousing, plus 1 space for each 100 square feet of office, sales or display area
Oil, gas, other mineral extraction	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Park, playground or recreation center (public)	1 space per acre plus additional parking per facility constructed as herein provided
Parking lot or parking garage, automobile	1 space per employee, plus 1 space per vehicle to be parked
Pawn shop	1 space per 300 square feet of gross floor area
Personal service shop	1 space per 200 square feet of gross floor area
Pet shop	1 space per 300 square feet of gross floor area
Pharmacy	1 space per 300 square feet of gross floor area
Plumbing service	1 space per 300 square feet of gross floor area
Plumbing, heating, refrigeration or air conditioning business	1 space per 300 square feet of gross floor area
Post office, government and private	1 space per 300 square feet of gross floor area
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	1 space per employee
Quick oil change facility	1 space per employee
Quick tune-up facility	1 space per employee
Racquetball facilities	4 spaces for each court
Radio, TV or microwave operation, amateur or commercial. (See further regulations in section 42-55(i))	1 space per employee
Railroad station	1 space per employee, and if station is for public travel, 1 space for every 1,000 square feet of areas meant for public travel
Railroad Team track and right-of-way	1 space per employee
Railroad track and right-of-way	1 space per employee
Residence hotel	1 space for each sleeping room per unit, plus 1 space for each 300 square feet of commercial floor area
Restaurant or cafeteria, with drive-in or drive-through service	1 parking space per 100 square feet of gross floor area
Restaurant or cafeteria, without drive-in or drive-through service	1 parking space per 100 square feet of gross floor area
School, commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area

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(Supp. No. 8)

School, private (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, public (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, trade	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Second hand store, furniture/clothing	1 space per 200 square feet of gross floor area
Service, retail	1 space per 200 square feet of gross floor area
Sewage pumping station	0 spaces
Shopping center	1 space per 200 square feet of gross floor area. The total floor area used for restaurants and cafeterias (but not including private clubs) which exceeds 10 percent of the shopping center floor area, shall require an additional 1 parking space per 100 square feet of gross floor area
Shops, office and/or storage area of public or private utility	1 space per employee
Stadium or playfield	1 parking space for each 4 seats or bench seating spaces
Studio (photographer, musician, artist)	1 space per 200 square feet of gross floor area
Studio for radio and television	1 space per 200 square feet of gross floor area
Swimming pool, commercial	1 space for each 100 square feet of gross water surface and deck area
Tanning salon	1 space per 200 square feet of gross floor area
Tattoo parlor/body piercing studio	1 space per 200 square feet of gross floor area
Taxidermist	1 space per 200 square feet of gross floor area
Teen club	1 space for every 1,000 square feet of floor area
Telephone exchange	1 space per employee
Telephone line	0 spaces
Theater (indoor)	1 space for each 4 seats or bench seating spaces
Tire dealer (with outside storage)	1 space for every 200 square feet of floor area
Tool rental shop	1 space per 200 square feet of gross floor area
Transit station or turnaround	1 space per intended user
Truck sales	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Washateria	1 space per 200 square feet of gross floor area
Water pumping station or well	0 spaces
Water storage, elevated or ground	0 spaces
Water treatment plant	1 space per employee

(c) *District restrictions.* The following restrictions shall apply to uses in the C-2 district.

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

-
- (2) Required yards shall not be used for display, sale, or storage of merchandise or for the storage of vehicles, equipment, containers, or refuse facilities;
 - (3) All merchandise shall be sold at retail on the premises; and
 - (4) Such use shall not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.
- (d) *Development criteria.* Unless otherwise specifically provided in this section, the following development criteria shall apply to this district:
- (1) Every use, or any part thereof, that is not conducted within a building completely enclosed on all sides shall be enclosed within a wall or fence a minimum of six feet and a maximum of ten feet in height. Such wall or fence shall completely screen all operations conducted within such wall or fence from observation. No exterior storage area shall encroach into any of the required yards. All outside storage shall be placed upon an all-weather hard surface. The screening requirements set forth above shall not apply to:
 - a. Off-street parking of motor vehicles in operable condition;
 - b. Off-street loading;
 - c. Permitted display of merchandise for sale to the public; and
 - d. Establishments of the drive-in type.
 - (2) The first ten feet of the required front yard setback, measured from the property line shall be landscaped with trees, grass and shrubs, provided with pedestrian walks to the front of the building and maintained in a neat and attractive condition. The balance of said required setback may be utilized for off-street parking.
 - (3) No loading or storage of material or products shall be permitted in the required front yard.
- (e) *Specific uses.* The following specific uses are allowed in the C-2 district when authorized under the provisions of section 42-45:

USE	PARKING REGULATIONS
Air conditioning and refrigeration contractor	1 space for every 200 square feet of floor area
Airport, landing field	1 space per employee, plus 1 space per stored vehicle
Arcade	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee to be occupying the building
Auto leasing	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Brew pub	1 space per 100 square feet of gross floor area
Building materials, hardware (outside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Cabinet and upholstery shop	1 space per 300 square feet of gross floor area
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Church, rectory, place of worship	1 space for every 4 seats in the main auditorium
Cleaning and dyeing, small shop	1 space per 300 square feet of gross floor area
College or university	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area

Community home	1 space per employee to be occupying the building
Electric power generating plant	1 space per employee
Fairgrounds	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Farm seed and/or fertilizer sales/storage (inside)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Flea market	1.5 spaces for each 200 square feet of gross floor area or market area
Food products processing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Golf driving range	1 space per employee plus 1 space per 5,000 square feet of floor area
Heavy machinery sales	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Hotel, motel, motor hotel, or motor lodge	1 space for each sleeping room, unit or guest accommodation, plus 1 space for each 300 square feet of commercial floor area
Kennel (with or without outside pens)	1 space per 200 square feet of floor area
Microbrewery	1 space per 200 square feet of floor area
Microdistillery	1 space per 200 square feet of floor area
Newspaper printing	1 space per 300 square feet of gross floor area
Parking lot or parking garage, truck parking	1 space per employee, plus 1 space per vehicle to be parked
Pipe sales and supply	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Print shop	1 space per 300 square feet of gross floor area
Prison, jail or place of incarceration	1 space per employee plus 1 space for every 200 square feet of visitor floor area
Pump sales, repair and maintenance	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Registered family home	1 space per employee
Retirement housing	1 space for each 6 beds per unit
Sand, gravel, stone or earth sales	1 space per 300 square feet of gross floor area
School, trade or commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Self storage; mini-warehouse	4 spaces per complex, plus 1 space per 5,000 square feet of storage area

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(Supp. No. 8)

Servant's, caretaker's or guard's residence	1 space per unit
Service yards of government agency	1 space per employee
Sewage treatment plant	1 space per employee
Shooting range, target range	1 space per employee plus 1 space for every 5,000 square feet of floor area
Solid waste transfer station	1 space per employee
Storage/wholesale warehouse, light	1 space for each 2 employees, or 1 space per 1,000 square feet of total gross floor area, whichever is greater
Swimming pool, private	1 space for each 100 square feet of gross water surface and deck area
Theater (outdoor)	1 space for each 4 seats or bench seating spaces
Tire dealer (no outside storage)	1 space for every 200 square feet of floor area
Tire retreading and recapping	1 space per employee
Tobacco sales	1 space per 200 square feet of gross floor area
Trailer rental	1 space per 200 square feet of gross floor area
Travel trailer, manufactured housing or manufactured home display and sales	1 space per 200 square feet of gross floor area
Truck and bus leasing	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Truck or motor freight terminal	1 space per employee plus one space for each intended vehicle to be accommodated
Vendor, stationary	1 space per 200 square feet of gross floor area
Veterinarian clinic (with or without outside pens)	1 space per 200 square feet of gross floor area

(f) *Development requirements.*

Minimum lot area:	None
Minimum lot width:	None
Minimum lot depth:	80 linear feet
Minimum front yard:	25/35 linear feet ¹
Minimum side yard:	No side yard is required except that a side yard of not less than 15 feet shall be provided on the side of a lot abutting a residential district even when separated by an alley.
Minimum rear yard:	No rear yard is required except that a rear yard of not less than 25 feet or 20 percent of the depth of the lot, whichever is lesser, shall be provided upon that portion of a lot abutting or across a rear alley or street from a residential district.
Maximum ground coverage:	None
Maximum density per acre:	NA
Height:	45 linear feet ²

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

² No building shall exceed 45 feet in height, except cooling towers, roof gables, chimneys, vent stacks, or mechanical equipment rooms, which may project not more than 12 feet beyond maximum building height. The height restrictions of this district shall not apply to church steeples.

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

(h) *Masonry requirements.*

(1) All single-story buildings hereafter constructed or placed in the C-2 district shall have at least 75 percent of their exterior wall surface constructed of masonry and/or glass pane.

(2) All buildings having more than a single story hereafter constructed or placed in the C-2 district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

(3) All additions hereafter constructed to buildings in the C-2 district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

(Ord. No. 2015-005, § 1, 4-20-2015)

ORDINANCE NO. 2011-040

AN ORDINANCE AMENDING ZONING ON BLOCK 1, LOT 2 OF THE GHANDI ADDITION, ALVARADO, JOHNSON COUNTY, TEXAS, IN THE 600 BLOCK ON NORTH PARKWAY, BY AUTHORIZING THE ISSUANCE OF A SPECIFIC USE PERMIT TO ACCOMMODATE A PARKING LOT FOR HEAVY TRUCKS IN A GENERAL COMMERCIAL "C-2" ZONING DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

Section 1: THAT the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended by changing the zoning on Block 1, Lot 2 of the Ghandi Addition, Alvarado, Johnson County, Texas, in the 600 block of North Parkway, by authorizing the issuance of a Specific Use Permit to accommodate a parking lot for heavy trucks in a General Commercial "C-2" zoning district.

Section 2: The use of the property described above shall be subject to the restrictions, terms and conditions set forth in Exhibit "A" and to all applicable regulations contained in the Comprehensive Zoning Ordinance, as amended, and all other applicable and pertinent ordinances of the City of Alvarado, Texas. In addition, the authorization to conduct the land use

described in Section 1 hereof shall terminate and expire on the five year anniversary of the approval date of this ordinance and the land use shall no longer be permitted except by subsequent permission of the City Council of the City of Alvarado, Texas.

Section 3: This ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances of the City of Alvarado, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

Section 4: It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5: Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance involving zoning, fire safety, or public health and sanitation shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

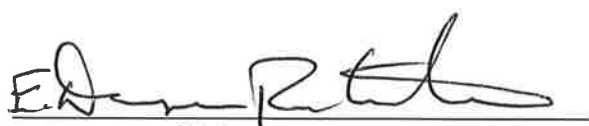
Section 6: The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance one time in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

Section 7: This ordinance shall be in full force and effect from and after its passage and publication as required by law,

AND IT IS SO ORDAINED.

Passed on this 17th day of OCTOBER, 2011, by a vote of 6 to 0.

CITY OF ALVARADO

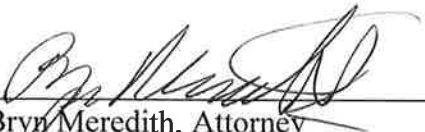
By: 
E. Dewayne Richters, Mayor

ATTEST:

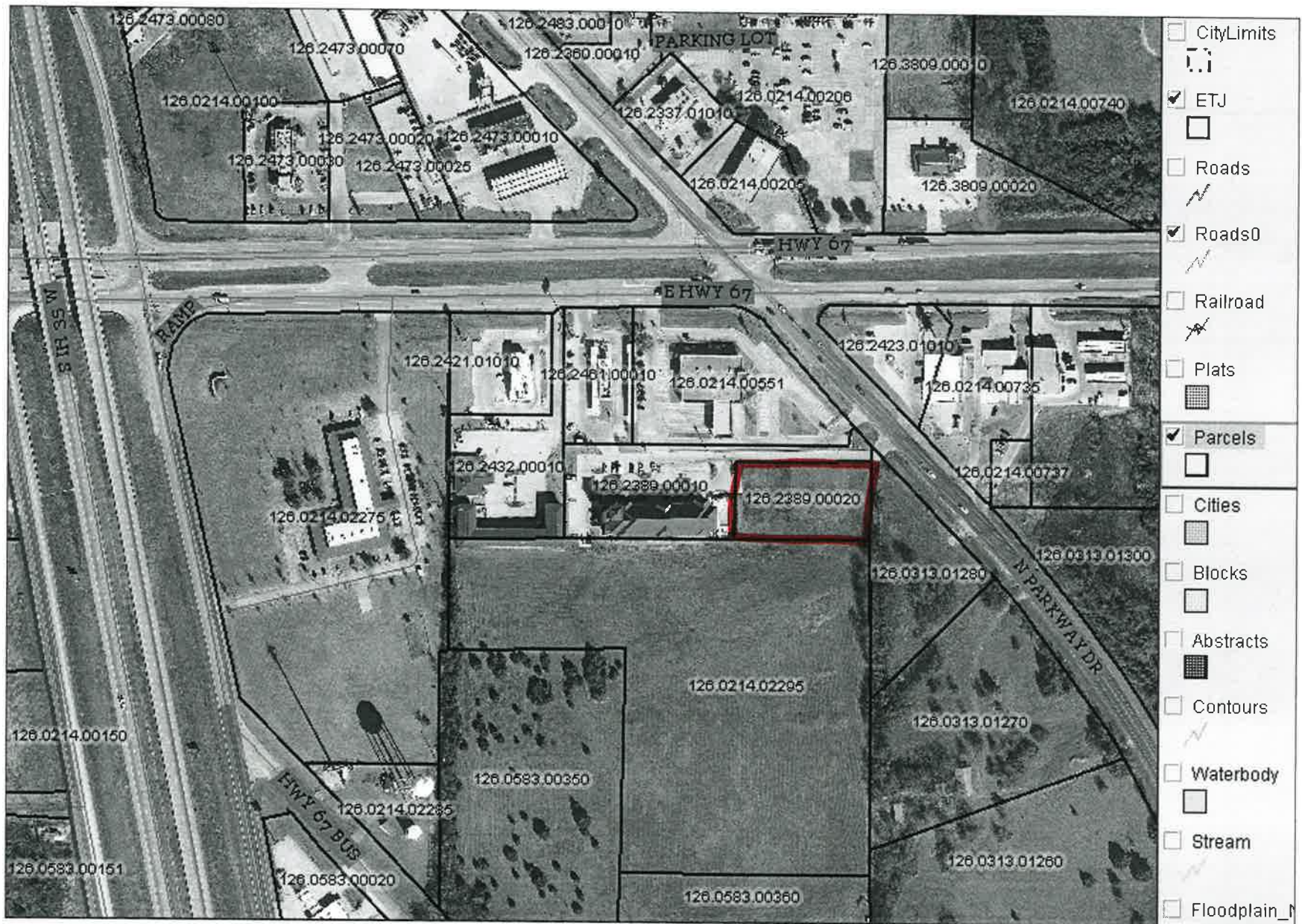


Debbie Thomas, City Secretary

Approved as to form and legality:



Bryn Meredith, Attorney



ORDINANCE NO. 2023-0019

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, APPROVING A SPECIFIC USE PERMIT IN THE GENERAL COMMERCIAL (C-2) DISTRICT FOR PARKING LOT OR PARKING GARAGE, TRUCK PARKING USES ON 101 ACRES KNOWN AS LOT 2, BLOCK 1 OF THE GANDHI ADDITION, ADDRESSED AT 1163 W. HWY 67; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICAITION IN THE OFFICAL NEWSPAPER AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Chapter 211 of the Texas Local Government Code, the City has previously adopted a Zoning Ordinance for the purpose of promoting health, safety, and general welfare of the citizens of the City of Alvarado to lessen congestion in the streets, to secure safety from fire, panic, and other dangers, provide adequate light and air, to prevent overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements; and

WHEREAS, in accordance with Chapter 42 of the City's Code of Ordinances, the owner(s) of the 1.1-acre property described herein have filed an application for approval of a specific use permit to allow parking, garage, truck parking uses; and

WHEREAS, the Planning and Zoning Commission of the City of Alvarado, Texas held a public hearing on August 8, 2023, with respect to the proposed specific use permit described herein and recommended disapproval by a vote of 3-0; and

WHEREAS, in accordance with Section 211 of the Texas Local Government Code the City Council of the City of Alvarado, Texas held a public hearing on July 17, 2023, with respect to the specific use permits described herein; and

WHEREAS, the City Council finds it appropriate to approve the specific use permit described herein; and

WHEREAS, the City has complied with all requirements of Chapter 211 of the Local Government Code, City ordinances, and all other laws dealing with notice, publication, and procedural requirements for approval of an ordinance approving a specific use permit; and

WHEREAS, the City Council finds approval of the specific use permit 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

The zoning map of the City of Alvarado is hereby amended by approving a specific use permit in the General Commercial (C-2) District for *parking lot or parking garage , truck parking* uses on 1.1 acres known as Lot 2, Block 1 of the Gandhi Addition, addressed at 1163 W. Hwy 67.

SECTION 2

The use of the property described above shall be subject to the restrictions, terms and conditions set forth in Exhibit "A" and to all applicable regulations contained in the Zoning Ordinance, as amended, and all other applicable and pertinent ordinances of the City of Alvarado, Texas. In addition, the authorization to conduct the land use described in Section 1 hereof is shall terminate and expire on the five-year anniversary of the approval date of this ordinance and the land use shall no longer be permitted except by subsequent permission of the City Council of the City of Alvarado, Texas.

SECTION 3

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 4.

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

SECTION 5.

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 6.

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 7.

The City Secretary of the City of Alvarado is hereby directed to the caption, penalty clause, publication clause and effective date clause of this ordinance one time in the official newspaper of the City, as authorized by Section 52.013 of the Local Government Code.

SECTION 8.

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 21st day of August, 2023.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

**“Exhibit A”
Performance and Design Standards**

- 1. This specific use permit allows parking lot or parking garage, truck parking uses.**
- 2. The site is currently improved with road base and gravel.**
- 3. No additional improvements are located at the site.**



City Council Meeting Management Report

Meeting Date: August 21, 2023

Contact: Donielle Suber, Assistant to the City Manager

Phone: 817-790-3351, ext. 116

AGENDA ITEM

Consideration and action to award the bid for the Administration Building renovation project located at 107 E. College Street, Texas and authorize the City Manager to execute a construction contract for general construction and plumbing services.

BACKGROUND & FINDINGS

In 2020, the City of Alvarado acquired 107 E. College Street (Administration Building), to address the City's need for additional office space. For the past few years, the building has been vacant, with one exception of temporarily housing the public library in 2021. Since the Administration Building sat vacant, the interior sustained significant water damage due to roof leaks. Damages included environmental issues (asbestos and mold) and other interior issues (peeling paint, bowed and stains ceiling tiles and warped flooring). In an effort to prevent further damage to both the building's interior and exterior, the roof was replaced in February 2023; and asbestos abatement & mold remediation were completed in June 2023, allowing for building renovations.

For the renovation phase of the Administration Building project, staff advertised Request for Proposals in early August, with a due date of August 17th to submit proposals. The City received proposals from three (3) construction firms to provide the following scope of work:

- Flooring throughout (thin set, float, and level ceramic, and/or laminate);
- Baseboards throughout the entire Administration Building (all connections on 45-degree cuts);
- Replace wall sheet rock in impacted areas (tape float, and texture);
- Painting (trim, baseboards, walls, caulking and sealing all);
- Six new office solid core interior doors with half glass inserts and keyed locks;
- Installation of window treatment for two front windows (roll down shades);
- Two new solid core interior doors with full glass inserts and keyed locks (for conference room and entry to back space);
- Three solid core interior doors for mechanical room and both restrooms (lockable from inside both restrooms and keyed lock for mechanical room);
- Installation of one tankless water heater to service both restrooms and kitchenette,
- Add kitchenette (sink, cabinets, and countertops) with drain line to main line, repair concrete;
- Install GFI plugs in compliance with code in the kitchenette area and both restrooms;
- Reconfigure larger restroom for ADA compliance (i.e., wall hanging sink, railings, hanging paper towel dispensers, etc.);
- Relocate toilet plumbing for both restrooms and repair all concrete;
- Add commercial standard wall hanging sink and toilet in smaller restroom;
- Cut concrete; and
- Replace cast iron pipe to main line with PVC and repair concrete;

- Clean all debris from jobsite.

All three (3) proposals were evaluated and scored by a selection committee that consisted of Ben Moore, Assistant Police Chief, Doug Ballard, Building Official, and the Assistant to the City Manager. Loftin Construction came out as the top ranked construction firm after tabulating all the scoring and found to be most suited to provide general construction services & plumbing services for the project. Also, verification references for Loftin Construction on their past performance for other clients' projects were positive.

FINANCIAL IMPACT

The fee for general construction & plumbing services is \$88,425. 00.

RECOMMENDATION

Staff recommends City Council award the general construction and plumbing services contract, to Loftin Construction, for the renovation project at 107 E. College Street, Alvarado, Texas (Administration Building).

MANAGEMENT REVIEW

Paul DeBuff, City Manager

ATTACHMENTS

1. Request for Proposals (RFP) 2023 005 – General Construction & Plumbing
2. Floor Plan of Administration Building
3. Proposals provided by:
 - Loftin Construction
 - Pro Reno Group, LLC
 - Target Solutions



City of Alvarado
104 West College Street Alvarado, Texas 76009
Phone: 817-790-3351

REQUEST FOR PROPOSAL (RFP) **General Construction & Plumbing – August 2023**

SUBMIT BID BY EMAIL TO:
Beth Walls, City Secretary

Proposal and all attached forms, duly completed
and signed where necessary, shall be received no
later than:

WallsB@cityofalvarado.org

2:00 P.M., Central Daylight Time
Thursday, August 17 2023

Thursday, August 3, 2023 – Release Solicitation.

Monday, August 14, 2023 – Questions due

Thursday, August 17, 2023 – Due Date to submit proposal

Introduction

The City of Alvarado, (the “City”), is accepting proposals from experienced contractors for interior renovations at 107 E. College Street. A location map is included at the end of this document.

General Instructions

Submit proposal in PDF file format by email to the Attention of Beth Walls, City Secretary, City of Alvarado: **WallsB@cityofalvarado.org**

Proposal must be received by
Thursday, August 17, 2023 at 2:00 P.M. Central Daylight Time

All questions concerning the solicitation should be directed to Donielle Suber, Asst to the City Manager at: **suberd@cityofalvarado.org**.

Background

Since the Administration Building (located at 107 E. College Street) was acquired by the City, the building has been vacant. The dormant building interior sustained significant water damage due to leaks from the roof, which resulted in undercover environmental issues (asbestos and mold) and other interior damages (peeling paint, bowed and stained ceiling tiles, and warped flooring). To prevent further damage to the building's interior, the roof was replaced in February 2023, and the asbestos and mold issues were addressed (through both asbestos abatement and mold remediation) in June 2023.

With the completion of these repairs and the City's need for additional office space, the City is seeking to renovate the Administration Building interior to optimize the space for City Administration offices (the “Project”).

Scope of Work

The City is seeking proposals for general construction and plumbing work necessary to complete the Project, and price to accomplish the work including the following renovation items:

- Flooring throughout (thin set, float, and level ceramic, and/or laminate);
- Baseboards throughout the entire Administration Building (all connections on 45-degree cuts);
- Replace wall sheet rock in impacted areas (tape float, and texture);
- Painting (trim, baseboards, walls, caulking and sealing all);
- Six new office solid core interior doors with half glass inserts and keyed locks;
- Installation of window treatment for two front windows (roll down shades);
- Two new solid core interior doors with full glass inserts and keyed locks (for conference room and entry to back space);
- Three solid core interior doors for mechanical room and both restrooms (lockable from inside both restrooms and keyed lock for mechanical room);
- Installation of one tankless water heater to service both restrooms and kitchenette,
- Add kitchenette (sink, cabinets, and countertops) with drain line to main line, repair concrete;
- Install GFI plugs in compliance with code in the kitchenette area and both restrooms;
- Reconfigure larger restroom for ADA compliance (i.e., wall hanging sink, railings, hanging paper towel dispensers, etc.);
- Relocate toilet plumbing for both restrooms and repair all concrete;
- Add commercial standard wall hanging sink and toilet in smaller restroom;
- Cut concrete; and

- Replace cast iron pipe to main line with PVC and repair concrete;
- Clean all debris from jobsite.

The scope of work for the Project also includes:

- Review of this RFP, any construction contract executed between Contractor and City, and any and all specifications, plans, or drawings for the Project (collectively, the “Contract Documents”) for clear understanding of Project requirements;
- Construction of the Project, including fees and necessary temporary work;
- Coordination with City throughout the Project;
- Compliance with all applicable local, state, and federal codes and regulations;
- Acquisition of all necessary permits; and
- Providing all required bonds and insurance.

The successful respondent (the “Contractor”) shall provide the City with a schedule and order of work prior to beginning the project.

The Contractor shall not block nearby residents and businesses in or out of their properties for an entire day. Traffic may be detoured, with the City’s consent, while working on the street, but residents and businesses must be allowed in and out of their homes. It is essential to always maintain vehicular access to properties and side streets.

The Contractor is responsible for providing all signs, flagging, barricades, and other traffic control devices necessary to warn and/or divert traffic, including the use of a TMA on TxDOT Roads when applicable.

If the Contractor submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal submitted. All costs must be provided in an itemized format using the proposal sheet included in this package.

The Contractor is responsible for completing permitting requirements, including all permits required for use of City water from fire hydrants. The permit application is free of charge. Failure to comply with permit requirements will result in a fine from the City for unauthorized use of a fire hydrant.

The City reserves the right to reject any and all responses that are submitted if the proposal includes equipment that does not meet specifications stated herein.

Award

The City will award the work to a qualified responsible respondent that will provide the best value to the City. The City reserves the right to reject any proposals that do not meet specifications stated herein or reject all proposals should this project not be approved for any reason. The City may consider the following criteria in determining which proposal submitted provides the best value to the City:

- The price;
- Methodology for achieving effective general construction and plumbing work;
- Construction period in calendar days within which the respondent proposes to complete the work (Calendar days not to exceed 30 days preferred);
- The qualifications of the respondent as defined herein;
- The City's past experience(s) with the respondent;
- The respondent's experience and performance on projects similar to the one being sought in this Request for Proposals;
- The impact on the ability of the City to comply with rules related to use of historically underutilized businesses; and
- Input from references.

Preparation of Proposal

Each proposal must be submitted by the respondent in their own format outlining methodology for accomplishing the work, material type, quantity, unit price, total price, etc.

Qualification of Respondents

No prequalification of respondents is required. Before award of any contract can be approved, however, the City shall be satisfied that the respondent involved: (1) maintains a permanent place of business, (2) has adequate personnel, plant, and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience and reputation to perform the type of work sought, (5) can submit a satisfactory performance and safety record, and (6) consistently provides quality goods and services. No interpretation of the meaning of the specifications, other solicitation documents, or the contract documents will be made to any respondent orally.

Every question or request for interpretation concerning the solicitation shall be directed to Donielle Suber, Assistant to the City Manager in writing via email at suberd@cityofalvarado.org. All

questions or request for interpretation must be received by **Monday, August 14, 2023 @ 5:00 P.M.** as addressed above. All questions or requests for interpretation concerning the solicitation received after **Monday, August 14, 2023 @ 5:00 P.M.** will be considered void and unacceptable.

Obligation of Respondent

At the time of submitting a proposal each respondent will be presumed to have read and to be thoroughly familiar with the scope of work and Contract Documents. The failure or omission of any respondent to examine any form, instrument, or document shall in no way relieve any respondent from any obligation in respect of his/her proposal.

Received Tabulation

To obtain information on the received proposals, please log on to the City website at <https://www.cityofalvarado.org/Bids.aspx>. If you have any other questions, please contact Donielle Suber, Asst. to the City Manager at (817) 790- 3351 or email at suberd@cityofalvarado.org

Special Terms & Conditions

It is understood that the City reserves the right to reject any or all products, services, and/ or qualifications for any or all products and/or services covered in this solicitation and to waive informalities or defects or to accept such qualifications as it shall deem to be in the best interest of the City. The City reserves the right to rebid the project as it deems to be in the best interest of the City. Each selected respondent will receive a purchase order at prices quoted. Proposers must be able to complete the job within a reasonable time of request for service. Should the awarded respondent not be able to respond, the City reserves the right to offer service to the next available respondent. The City reserves the right to make the award of bid line items in whole, in parts, or to reject any and all proposals or proposal line items if it is determined to be in the best interest of the City. The City reserves the right to obtain clarification at any point in a respondent's response or to obtain additional information necessary to properly evaluate a particular response, to remedy technical errors in the Request for Proposal process, and to waive informalities and irregularities in the proposals. The City further reserves the right to negotiate with any, all, or none of the proposers and to approve or disapprove the use of particular subcontractors. The City has the sole last and final determination to determine award with no recourse to the fullest extent of the law.

Contract Period and Liquidated Damages

The work must be completed within the calendar days provided in the proposal submitted by the respondent from the Notice to Proceed date with allowance for inclement weather. The inclement weather day request should be submitted on the requested weather day. If the project is not completed within the allowed number of days a \$300 (three hundred dollar) per calendar day liquidated damage fee will be charged.

Payment Draws

Payment will be made when the work is completed and has met the approval of City officials.

Safety Standards & Accident Prevention

With respect to all work performed under this contract, the CONTRACTOR shall:

- (1) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- (2) Maintain at his office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.

Insurance Requirements

The awarded respondent shall furnish and keep in full force (at its own cost and expense) the following insurance during the term of this Contract:

- (1) Commercial General Liability at minimum combined single limits of (\$1,000,000 per occurrence and \$2,000,000 general aggregate) for bodily injury and for property damages, which coverage shall include products/completed operations at \$1,000,000 per occurrence.
- (2) Commercial Automobile Liability at minimum combined single limits of \$300,000 per occurrence for Bodily Injury and Property Damage, including owned, non-owned, and hired vehicle coverage.

All insurance must be written on forms filed with and approved by the Texas Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

The awarded respondent shall furnish at their own expense to the City, a Certificate of Liability Insurance listing the City as an **“Additional Insured”** via endorsement. The Description of Operations will need wording identical in effect to: Blanket Additional Insured is added in favor of the certificate holder with respects to the general liability coverage as required by written contract. Blanket Waiver of Subrogation is added in favor of the certificate holder with respects to workers compensations coverage as required by written contract. Certificate Holder to be: City of Alvarado 104 West College Street, Alvarado 76009

The required insurance must contain a provision that at least thirty (30) days prior notice of cancellation, non- renewal, or material change of said insurance shall be submitted to the City, by the insurance company. The City reserves the right to inspect full, certified copies of all required insurance policies when requested in writing. Insurance will be required prior to the purchase order being issued. Copy of insurance to be supplied prior to award of work.

Termination of Contract

The City shall have the right to cancel at any time for any reason by thirty (30) day written notice. The City reserves the right to terminate this agreement if, in the opinion of the City the successful respondent's performance is not acceptable, or if the deliveries and servicing of this contract do

not conform to the requirements detailed herein. If through any cause, the Contractor fails to fulfill its obligations, or if the Contractor violates any of the agreements of this proposal, the City has the right to terminate by giving the Contractor thirty (30) calendar days-written notice. During the thirty-day notification period, the City reserves the right to contact and award to other firms. The Contractor will be compensated for the satisfactory deliveries performed before the termination date. The City may terminate the Contract immediately should there be any illegal or unprofessional activities, alleged or otherwise, occurring or suspected of occurring.

Performance Bond

If the total proposal is more than \$100,000 a performance bond is required. Based on receiving notification of City Council approval, the Contractor shall submit a performance bond for the full amount of award from a certified State of Texas surety company. Should the payment bond not be provided within ten (10) calendar days, the City reserves the right to award to the next responsible, responsive firm. Original performance bond to be submitted to City Manager, 104 West College Street, Alvarado, TX 76009. The bond shall remain in effect until the closeout of the project is finalized.

Payment Bond

If the total proposal is more than \$50,000 a payment bond is required. Based on receiving notification of City Council approval, the Contractor shall submit a payment bond for the full amount of award from a certified State of Texas surety company. Should the payment bond not be provided within ten (10) calendar days, the City reserves the right to award to the next responsible, responsive firm. Original payment bond to be submitted to the City Manager, 104 West College Street, Alvarado, TX 76009. The bond shall remain in effect until both the final payment is made and the closeout of the project is finalized.

Bond Information

The failure of the successful respondent to execute the agreement and supply the required bonds within ten (10) days after the request, or within such extended period as the City may grant, shall constitute a default and the City may, at its option, either award the contract to the next ranked responsible respondent that provides the best value to the City, or readvertise seeking proposals for the project. In either case, the City may charge against the respondent the difference between the amount of the proposal, and the amount for which a contract is subsequently executed. If a more favorable proposal is received through readvertisement, the defaulting respondent shall have no claim against the City for a refund.

Warranties

All work shall be guaranteed a minimum of two (2) years by the Contractor. The City will not conduct any testing; Contractor will be responsible for product and workmanship to ensure all warranty and specifications are met.

Change Orders

It is the City's desire to have all questions and/or comments addressed prior to issuing a purchase order; any change order will be greatly scrutinized and could impede future awards. No change orders will be accepted without written approval by the City Manager. Any extra work completed without written approval by the City Manager is subject to non-payment.

Laws and Regulations

The respondent's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the award throughout, and they will be deemed to be included in the proposal documents the same as though herein written out in full.

Misrepresentation

All information provided and representations made by the respondent are material and important and will be relied upon by the City in awarding the contract. Any misrepresentation will be immediate grounds for termination of any contract related to this Request for Proposal, and said respondent will not be able to participate in future Requests for Proposal or other business opportunities with the City for the duration of any contract term related to this Request for Proposal, including any renewal period.

Respondent's Information

General Construction & Plumbing – August 2023, City of Alvarado, TX

(Signature Page Next)

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

Witness

Company Name

Date

Authorized Representative Signature

Printed Name

Title

Email

Correspondence Address

Remit Address

City, State, Zip Code

City, State, Zip Code

Telephone Number

Fax Number

Addendum #1 acknowledged _____

Addendum #2 acknowledged _____

Addendum #3 acknowledged _____

Addendum #4 acknowledged _____

Please mark N/A if no addendums issued

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR MAY BE
CONSIDERED NON-RESPONSIVE**

References

Responders shall submit with the proposal the name, address, telephone number, and point of contact of at least three (3) companies for which the responder has done business within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in disqualification of the proposal.

Reference 1

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE NUMBER: _____

Reference 2

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE NUMBER: _____

Reference 3

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE NUMBER: _____

NON-COLLUSION AFFIDAVIT

1. I am _____ of the company _____, the responder that has submitted the attached bid/proposal.

2. I am fully informed respecting the preparation of contents of the attached bid/proposal and of all pertinent circumstances respecting such bid/proposal.

3. Such bid is genuine and is not collusive or a sham bid/proposal.

4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid/proposal in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid/proposal or of any other responder, or to fix an overhead, profit or cost element of the bid/proposal price of the bid/proposal price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any per interest in the proposed contract.

5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid/proposal.

6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.

7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

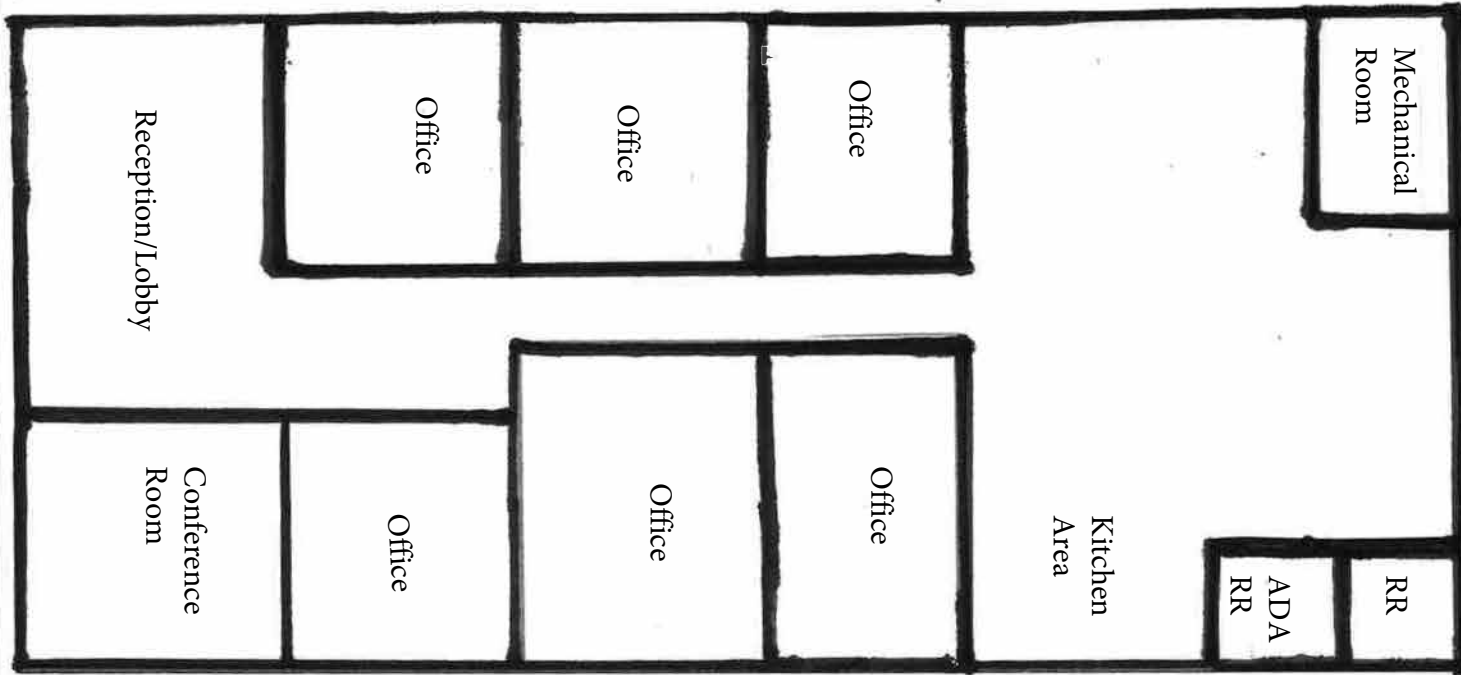
Signature

Company Name

Printed Name

WEST

FLOOR PLAN



Restroom - RR

**ADA Restroom -
ADA RR**

CITY OF ALVARADO

**Administration Staff Office Building
107 E College Street
Alvarado, Texas**

EAST

JIM LOFTIN CONSTRUCTION

August 16, 2023

New bid for survey building.

1. Install 3786 sq.ft. Flooring per sample given \$28,386.00
2. Paint interior walls, baseboards and door trim \$12,196.00
3. Replace 6 Office doors with solid core doors and half glass, replace 1 door with full glass and blinds, 1 door full glass \$6688.00
4. Replace 2 restroom doors and 1 mechanical door, solid core doors only \$1569.00
5. Stain all 11 doors \$2200.00
6. Remove all existing doors and install new doors \$2125.00
7. Replace all baseboards in building, labor and materials \$2575.00
8. All sheetrock repairs from remediation and plumbing additions as needed \$3000.00
9. Cut concrete to replace cast iron pipe to main line with PVC \$3125.00
10. Install 2 new toilets, 2 wall hung sinks, 2 floor drains and a Insta Hot water heater, all parts and labor \$14,823.00
11. Add kitchen sink and drain line to main line, all parts and labor included \$2117.00
12. Install kitchen cabinets 16 linear ft., painted and add countertops \$3875.00
13. Install ceramic tile in both bathrooms and mechanical room with 4" tile base \$1975.00
14. Install window tint on front windows \$1806.00
15. Electrical for new water heater \$1375.00
16. New door locks for all doors \$590.00

Total bid for this project is \$88,425.00

Thank You for the Opportunity to bid this project!

References

Responders shall submit with the proposal the name, address, telephone number, and point of contact of at least three (3) companies for which the responder has done business within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in disqualification of the proposal.

Reference 1

COMPANY NAME: PPC Construction
CONTACT: Reuben Pantoya
ADDRESS: 2220 Fm 308 Milford.
PHONE NUMBER: 817 929 9513

Reference 2

COMPANY NAME: Southern Air
CONTACT: Clint DeArman
ADDRESS: 431 N Barleson Blvd
PHONE NUMBER: 817 447-8247

Reference 3

COMPANY NAME: FT WORTH Sash & Door
CONTACT: Jorge Hernandez
ADDRESS: 9125 South Freeway
PHONE NUMBER: 817 615 8933

Having read and understood the instructions, terms, conditions and specifications, we submit the following:

Jim Loftin
Witness

Jim Loftin Const.
Company Name

8-17-23
Date

[Signature]
Authorized Representative Signature

Jim Loftin
Printed Name

owner
Title

jimloftinconstruction@gmail.com
Email

8530 Pm 3136
Correspondence Address

8530 Pm 3136
Remit Address

Alvarado TX 76009
City, State, Zip Code

Alvarado TX 76009
City, State, Zip Code

817-715-4494
Telephone Number

Fax Number

Addendum #1 acknowledged NA

Addendum #2 acknowledged NA

Addendum #3 acknowledged NA

Addendum #4 acknowledged NA

Please mark N/A if no addendums issued

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR MAY BE
CONSIDERED NON-RESPONSIVE**

NON-COLLUSION AFFIDAVIT

1. I am Jim LaFrie of the company LoFrie Const., the responder that has submitted the attached bid/proposal.

2. I am fully informed respecting the preparation of contents of the attached bid/proposal and of all pertinent circumstances respecting such bid/proposal.

3. Such bid is genuine and is not collusive or a sham bid/proposal.

4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid/proposal in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid/proposal or of any other responder, or to fix an overhead, profit or cost element of the bid/proposal price of the bid/proposal price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the City or any per interest in the proposed contract.

5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid/proposal.

6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.

7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.


Signature

Jim LaFrie Const.
Company Name

Jim LaFrie
Printed Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brent Northcutt(3508373)Farmers Insurance 2501 James Rd Granbury TX 76049-2926		CONTACT NAME: Michelle Northcutt PHONE (A/C, NO, EXT): 817-326-5030 FAX (A/C, NO): 817-326-6441 E-MAIL ADDRESS: michelle.bnorthcutt@farmersagency.com																						
INSURED JIM LOFTIN dba JIM LOFTIN CONSTRUCTION 8530 FM 3136 ALVARADO TX 76009		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Truck Insurance Exchange</td><td>21709</td></tr><tr><td>INSURER B:</td><td>Farmers Insurance Exchange</td><td>21652</td></tr><tr><td>INSURER C:</td><td>Mid Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER D:</td><td>Security National Insurance Company</td><td>19879</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Truck Insurance Exchange	21709	INSURER B:	Farmers Insurance Exchange	21652	INSURER C:	Mid Century Insurance Company	21687	INSURER D:	Security National Insurance Company	19879	INSURER E:			INSURER F:		
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INSURER D:	Security National Insurance Company	19879																						
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	SUB262431	08/16/2023	08/16/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
						BODILY INJURY (Per person) \$	
						BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTHER ☐ \$
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured is added in favor of the certificate holder with respects to the general liability coverage as required by written contract. Blanket Waiver of Subrogation is added in favor of the certificate holder. 30 days NOC is provided.

CERTIFICATE HOLDER

CANCELLATION

CITY OF ALVARADO 104 WEST COLLEGE STREET ALVARADO TX 76009 wallsb@cityofalvarado.org	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MICHELLE M. NORTH CUTT
---	--

REQUEST FOR PROPOSAL (RFP)
GENERAL CONSTRUCTION & PLUMBING

Bid No. 2023 RFP 0005

Interior Renovations at 107 E. College St. Alvarado, TX 76009

DATE: Wednesday, August 16, 2023

SUBMITTED BY:

PRO RENO GROUP, LLC



GENERAL CONTRACTOR
4528 S. INTERSTATE 35W
ALVARADO, TX 76009-6374
OFFICE: 817-682-6685
EMAIL: INFO@PRORENOGROUP.COM
WEBSITE: WWW.PRORENOGROUP.COM

Pro Reno Group, LLC
 4528 S. Interstate 35W
 Alvarado, TX 76009-6374
 +1 8176826685
 info@prorenogroup.com
 www.prorenogroup.com



Estimate

ADDRESS

Donielle Suber
 City of Alvarado
 104 W. College St.
 Alvarado, TX 76009

ESTIMATE # 2439

DATE 08/16/2023

EXPIRATION DATE 09/16/2023

ACTIVITY	QTY	RATE	AMOUNT
REQUEST FOR PROPOSAL (RFP) GENERAL CONSTRUCTION & PLUMBING Bid No. 2023 RFP 0005 Interior Renovations at 107 E. College St. Alvarado, TX 76009			
This Estimate is to serve as the Methodology to achieve effective general construction and plumbing work.			
PRG (General Contractor) shall renovate the existing structure located at 107 E. College Street Alvarado, TX 76009. (New Administrative Offices) Repair damaged drywall, paint interior walls, replace doors, install flooring, upgrade plumbing in bathrooms, modify 1 bathroom to meet ADA compliance, and build out kitchenette area.			
Labor Replace any damaged or missing sheetrock. Tape, bed, and texture (knock down). Install wood look (plank) waterproof laminate floating flooring. Tile 12x12 is to be installed in both bathrooms and server room. Wood baseboard in all rooms except bathrooms and server room. Bathrooms and server room are to have rubber cove base.	1	71,650.00	71,650.00
Labor Remove 2 toilets, both vanities, and sheetrock. Install wall blocking and hang two ADA compliant sinks and faucets. Remove sheetrock and studs between the bathrooms. Saw cut concrete and trench from back wall to kitchenet location. Install new PVC drain after removing old cast iron drain pipe. Back pour concrete and level. Install new toilets. Install any venting needed for new water/drains. Custom build an L shaped kitchenette with Formica top (sink, faucet, upper and lower cabinets, soft close, and hardware) with a connection for a refrigerator ice maker. Install 1 insta hot for bathroom sinks and kitchenette sink. Install GFI's as required. The fixtures will be of a builder grade quality.	1	37,116.00	37,116.00
Labor Prep, prime and paint all walls, trim, baseboard.	1	12,582.00	12,582.00

****Pricing and availability subject to change due to market fluctuations****

****Pricing on estimate is based on each activity and is inclusive. Leaving any activity out can change price****

ACTIVITY	QTY	RATE	AMOUNT
Labor Remove and replace 11 hollow core panel doors with solid core wood doors slabs. Bathrooms and Server room will not have any window kits. Front right conference room and hall door leading to back room are to have full glass window kits. All remaining door are to have 1/2 glass window kits. Stain all doors to match existing. Install new locks as listed on SOW.	1	13,405.00	13,405.00
Labor Install roll down shades to both College St. facing exterior windows.	1	2,359.00	2,359.00

Estimate includes labor, materials, and haul-off.

Warranty of workmanship guaranteed two years from project close

TOTAL

\$137,112.00

Accepted By

Accepted Date

****Pricing and availability subject to change due to market fluctuations****

****Pricing on estimate is based on each activity and is inclusive. Leaving any activity out can change price****

Having read and understood the instructions, terms, conditions and specifications, we submit the following:


Witness _____

Pro Reno Group, LLC _____
Company Name

08/16/23 _____
Date


Authorized Representative Signature


Printed Name

Owner _____
Title

info@prorenogroup.com _____
Email

4528 S. Interstate 35W _____
Correspondence Address

4528 S. Interstate 35W _____
Remit Address

Alvarado, TX 76009-6374 _____
City, State, Zip Code

Alvarado, TX 76009-6374 _____
City, State, Zip Code

817-682-6685 _____
Telephone Number

844-403-6803 _____
Fax Number

Addendum #1 acknowledged N/A

Addendum #2 acknowledged N/A

Addendum #3 acknowledged N/A

Addendum #4 acknowledged N/A

Please mark N/A if no addendums issued

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR MAY BE
CONSIDERED NON-RESPONSIVE**

August 2023 General Construction and Plumbing RFP

References

Responders shall submit with the proposal the name, address, telephone number, and point of contact of at least three (3) companies for which the responder has done business within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in disqualification of the proposal.

Reference 1

COMPANY NAME: City of Mansfield Texas
CONTACT: Andy Hale
ADDRESS: 620 W. Wisteria St. Mansfield, TX 76063
PHONE NUMBER: (817) 728-3626

Reference 2

COMPANY NAME: Lewis Metalworks
CONTACT: Chad Lewis
ADDRESS: 9000 Adobe Ct., Alvarado, TX 76009
PHONE NUMBER: (817) 899-4601

Reference 3

COMPANY NAME: Green Light Social
CONTACT: Robert Drummond
ADDRESS: 720 W. 6th Street, Austin, TX 78701
PHONE NUMBER: (512) 656-9591

NON-COLLUSION AFFIDAVIT

1. I am owner of the company Pro Reno Group, LLC, the responder that has submitted the attached bid/proposal.
2. I am fully informed respecting the preparation of contents of the attached bid/proposal and of all pertinent circumstances respecting such bid/proposal.
3. Such bid is genuine and is not collusive or a sham bid/proposal.
4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid/proposal in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid/proposal or of any other responder, or to fix an overhead, profit or cost element of the bid/proposal price of the bid/proposal price of any other responder, or to secure through any collusion, conspiracy, connivance of unlawful agreement any advantage against the City or any per interest in the proposed contract.
5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid/proposal.
6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.
7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.


Signature

Pro Reno Group, LLC

Company Name

Luis Coraballo
Printed Name



CITY OF ALVERADO

ORIGINAL

Response to Request for Proposals: 2023 RFP 0005 - General Construction and Plumbing

Target Solutions — 6900 N State Hwy 6, Waco, TX 76712

Due Date: 2:00 P.M. Central Time on Thursday, August 17th, 2023

State of Louisiana GC License: 74766

Having read and understood the instructions, terms, conditions and specifications, we submit the following:



Witness

8/11/2023

Date

Justin Philpott

Printed Name

Chief Operating Officer

Title

6900 N. State Hwy 6

Correspondence Address

Waco, TX 76712

City, State, Zip Code

877-741-9026

Telephone Number

TRSI, LLC dba Target Solutions

Company Name



Authorized Representative Signature

justin@targetteam.com

Email

6900 N. State Hwy 6

Remit Address

Waco, TX 76712

City, State, Zip Code

N/A

Fax Number

Addendum #1 acknowledged N/A

Addendum #2 acknowledged N/A

Addendum #3 acknowledged N/A

Addendum #4 acknowledged N/A

Please mark N/A if no addendums issued

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED OR MAY BE
CONSIDERED NON-RESPONSIVE**

References

Responders shall submit with the proposal the name, address, telephone number, and point of contact of at least three (3) companies for which the responder has done business within the preceding twelve (12) months. References may be checked prior to award. Any negative responses received may result in disqualification of the proposal.

Reference 1

COMPANY NAME: Killeen ISD
CONTACT: Paul Dueree
ADDRESS: Killeen , Texas, 76543-4025
PHONE NUMBER: 254-336-0071 paul.dueree@killeenisd.org

Reference 2

COMPANY NAME: Georgetown ISD
CONTACT: Kirby Campbell
ADDRESS: Georgetown, Texas 78626
PHONE NUMBER: 512-943-5000 campbellk2@georgetownisd.org

Reference 3

COMPANY NAME: Midway ISD
CONTACT: Buddy Freeman
ADDRESS: Waco, TX 76712
PHONE NUMBER: 940-839-8259 buddy.freeman@midwayisd.org

NON-COLLUSION AFFIDAVIT

1. I am COO of the company TRSI, LLC dba Target Solutions, the responder that has submitted the attached bid/proposal.

2. I am fully informed respecting the preparation of contents of the attached bid/proposal and of all pertinent circumstances respecting such bid/proposal.

3. Such bid is genuine and is not collusive or a sham bid/proposal.

4. Neither the said responder nor any of its officer, partners, owners, agents, representative, employees, or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with another responder, firm or person to submit a collusive or sham bid/proposal in connection with the contract for which the attached bid has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached bid/proposal or of any other responder, or to fix an overhead, profit or cost element of the bid/proposal price of the bid/proposal price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City or any per interest in the proposed contract.

5. In compliance with the specifications in the bid/proposal and quote conditions, I, the undersigned agree to furnish the services upon which prices are offered at the price opposite to each line description to the City within the time specified. By submitting this bid/proposal and attached signature I hereby attest that I have not received nor offered anything of value to any City employee, official, and/or board member in connection with this submitted bid/proposal.

6. Advanced disclosures of any information to any particular/potential responder which gives that particular/potential responder any advantage over any other interested responder in advance of the award whether in response to advertising or an informal request for bid/proposal made or permitted by a member of the governing body or an employee or representative thereof, will cause to void that particular responders bid/proposal. Prior to an award any communication with a member of the selection committee or governing board will cause to void that particular responders bid/proposal and the committee member or the governing board member will be rejected from the voting process for that bid/proposal or contract. By submission of this bid/proposal responder attests that no improper communication has occurred resulting in an advantage over any other responder, potential responder, or advance discloser.

7. The price or prices quoted in the attached bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the responder or any of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Signature

Justin Philpott

Printed Name

TRSI, LLC dba Target Solutions

Company Name



Target Solutions

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

Client: City of Alvarado
Property: 107 E College
Alvarado, TX 76009

Cellular: (817) 659-9808

Operator: PHILLIP

Estimator: Phillip Sustala

Business: (254) 498-1896

E-mail: phillip@targetllc.com

Type of Estimate: Other

Date Entered: 6/28/2023

Date Assigned: 6/28/2023

Date Est. Completed: 6/28/2023

Date Job Completed:

Price List: TXDF8X_AUG23

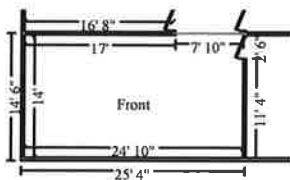
Labor Efficiency: Restoration/Service/Remodel

Estimate: 2023-06-28-1653

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

2023-06-28-1653

Main Level



Front

Height: 9' 10"

688.33 SF Walls	348.97 SF Ceiling
1,037.31 SF Walls & Ceiling	348.97 SF Floor
38.77 SY Flooring	70.00 LF Floor Perimeter
70.00 LF Ceil. Perimeter	

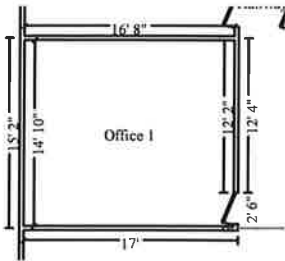
Missing Wall

7' 10" X 9' 10"

Opens into HALLWAY

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							
1. Seal/prime then paint the walls twice (3 coats)	688.33 SF		0.00	1.48	0.00	203.74	1,222.47
2. Baseboard - 3 1/4"	70.00 LF		0.00	3.82	0.00	53.48	320.88
3. Paint baseboard - two coats	140.00 LF		0.00	1.66	0.00	46.48	278.88
4. Base shoe	70.00 LF		0.00	1.65	0.00	23.10	138.60
5. Seal & paint base shoe or quarter round	110.00 LF		0.00	0.92	0.00	20.24	121.44
6. Paint door slab only - 2 coats (per side)	2.00 EA		0.00	42.75	0.00	17.10	102.60
7. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	35.99	0.00	7.20	43.19
8. Window shade - roll up	2.00 EA		0.00	575.00	0.00	230.00	1,380.00
Flooring							
9. Snaplock Laminate - simulated wood flooring - High grade 15% added for waste	401.32 SF		0.00	7.67	0.00	615.62	3,693.74
Cleaning							
10. Final cleaning - construction - Commercial	348.97 SF		0.00	0.29	0.00	20.24	121.44
Totals: Front					0.00	1,237.20	7,423.24

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

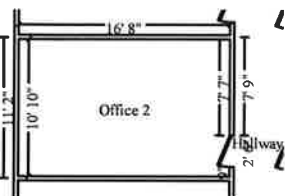


Office 1

Height: 9' 10"

619.50 SF Walls	247.22 SF Ceiling
866.72 SF Walls & Ceiling	247.22 SF Floor
27.47 SY Flooring	63.00 LF Floor Perimeter
63.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							
11. Seal/prime then paint the walls twice (3 coats)	619.50 SF		0.00	1.48	0.00	183.38	1,100.24
12. Baseboard - 3 1/4"	97.00 LF		0.00	3.82	0.00	74.10	444.64
13. Paint baseboard - two coats	126.00 LF		0.00	1.66	0.00	41.84	251.00
14. Base shoe	63.00 LF		0.00	1.65	0.00	20.80	124.75
15. Seal & paint base shoe or quarter round	103.00 LF		0.00	0.92	0.00	18.96	113.72
16. R&R Interior door - solid core Colonist - pre-hung unit Solid core door with half glass pre finished	1.00 EA		21.28	2,216.00	0.00	447.46	2,684.74
17. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
Flooring							
18. Snaplock Laminate - simulated wood flooring - High grade 15% added for waste	284.31 SF		0.00	7.67	0.00	436.14	2,616.80
Cleaning							
19. Final cleaning - construction - Commercial	247.22 SF		0.00	0.29	0.00	14.34	86.03
Totals: Office 1					0.00	1,268.02	7,607.92



Office 2

Height: 9' 10"

540.83 SF Walls	180.56 SF Ceiling
721.39 SF Walls & Ceiling	180.56 SF Floor
20.06 SY Flooring	55.00 LF Floor Perimeter
55.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							

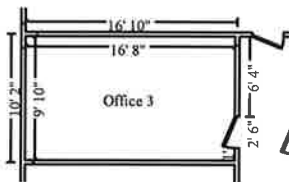


Target Solutions

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

CONTINUED - Office 2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Walls							
20. Seal/prime then paint the walls twice (3 coats)	540.83 SF		0.00	1.48	0.00	160.08	960.51
21. Carpenter - General Framer - per hour	1.00 HR		0.00	82.67	0.00	16.54	99.21
Labor to attach metal frame back to wall							
22. 5/8" drywall - hung, taped, floated, ready for paint	24.00 SF		0.00	3.25	0.00	15.60	93.60
23. Texture drywall - machine - knockdown	30.00 SF		0.00	1.19	0.00	7.14	42.84
24. Base shoe	55.00 LF		0.00	1.65	0.00	18.16	108.91
25. Baseboard - 3 1/4"	89.00 LF		0.00	3.82	0.00	68.00	407.98
26. Paint baseboard - two coats	110.00 LF		0.00	1.66	0.00	36.52	219.12
27. Seal & paint base shoe or quarter round	95.00 LF		0.00	0.92	0.00	17.48	104.88
28. R&R Interior door - solid core Colonist - pre-hung unit	1.00 EA		21.28	2,216.00	0.00	447.46	2,684.74
Solid core door half glass pre finished							
29. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
Flooring							
30. Snaplock Laminate - simulated wood flooring - High grade	207.64 SF		0.00	7.67	0.00	318.52	1,911.12
15% added for waste							
Cleaning							
31. Final cleaning - construction - Commercial	180.56 SF		0.00	0.29	0.00	10.48	62.84
Totals: Office 2					0.00	1,146.98	6,881.75



Office 3

Height: 9' 10"

521.17 SF Walls	163.89 SF Ceiling
685.06 SF Walls & Ceiling	163.89 SF Floor
18.21 SY Flooring	53.00 LF Floor Perimeter
53.00 LF Ceil. Perimeter	

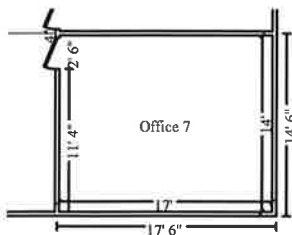
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							

**Target Solutions**

6900 N State Hwy 6
Waco, TX 76712
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CONTINUED - Office 3

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
32. Carpenter - General Framer - per hour	1.00 HR		0.00	82.67	0.00	16.54	99.21
Labor to attach metal frame back to wall							
33. 5/8" drywall - hung, taped, floated, ready for paint	48.00 SF		0.00	3.25	0.00	31.20	187.20
34. Texture drywall - machine - knockdown	60.00 SF		0.00	1.19	0.00	14.28	85.68
35. Seal/prime then paint the walls twice (3 coats)	521.17 SF		0.00	1.48	0.00	154.26	925.59
36. Base shoe	53.00 LF		0.00	1.65	0.00	17.50	104.95
37. Baseboard - 3 1/4"	87.00 LF		0.00	3.82	0.00	66.46	398.80
38. Paint baseboard - two coats	106.00 LF		0.00	1.66	0.00	35.20	211.16
39. Seal & paint base shoe or quarter round	93.00 LF		0.00	0.92	0.00	17.12	102.68
40. R&R Interior door - solid core Colonist - pre-hung unit	1.00 EA		21.28	2,216.00	0.00	447.46	2,684.74
Solid core door half glass pre finished							
41. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
Flooring							
42. Snaplock Laminate - simulated wood flooring - High grade	188.47 SF		0.00	7.67	0.00	289.12	1,734.68
15% added for waste							
Cleaning							
43. Final cleaning - construction - Commercial	163.89 SF		0.00	0.29	0.00	9.50	57.03
Totals: Office 3					0.00	1,129.64	6,777.72

**Office 7****Height: 9' 10"**

609.67 SF Walls	238.00 SF Ceiling
847.67 SF Walls & Ceiling	238.00 SF Floor
26.44 SY Flooring	62.00 LF Floor Perimeter
62.00 LF Ceil. Perimeter	

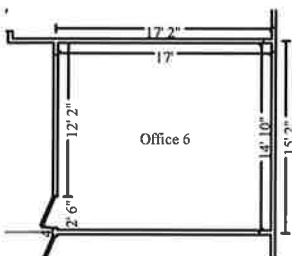
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							

**Target Solutions**

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Waco, TX 76712
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CONTINUED - Office 7

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
44. Seal/prime then paint the walls twice (3 coats)	609.67 SF		0.00	1.48	0.00	180.46	1,082.77
45. Base shoe	62.00 LF		0.00	1.65	0.00	20.46	122.76
46. Baseboard - 3 1/4"	96.00 LF		0.00	3.82	0.00	73.34	440.06
47. Paint baseboard - two coats	124.00 LF		0.00	1.66	0.00	41.16	247.00
48. Seal & paint base shoe or quarter round	102.00 LF		0.00	0.92	0.00	18.76	112.60
49. R&R Interior door - solid core Colonist - pre-hung unit	1.00 EA		21.28	3,050.00	0.00	614.26	3,685.54
Solid core door full glass with blind pre finished							
50. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
51. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	35.99	0.00	7.20	43.19
52. Window shade - roll up	2.00 EA		0.00	575.00	0.00	230.00	1,380.00
Flooring							
53. Snaplock Laminate - simulated wood flooring - High grade 15% added for waste	273.70 SF		0.00	7.67	0.00	419.86	2,519.14
Cleaning							
54. Final cleaning - construction - Commercial	238.00 SF		0.00	0.29	0.00	13.80	82.82
Totals: Office 7					0.00	1,650.30	9,901.88

**Office 6****Height: 9' 10"**

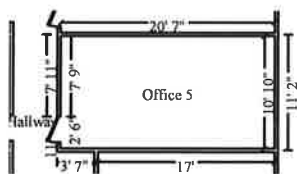
626.06 SF Walls	252.17 SF Ceiling
878.22 SF Walls & Ceiling	252.17 SF Floor
28.02 SY Flooring	63.67 LF Floor Perimeter
63.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							
55. Seal/prime then paint the walls twice (3 coats)	626.06 SF		0.00	1.48	0.00	185.32	1,111.89
56. Base shoe	63.67 LF		0.00	1.65	0.00	21.02	126.08
57. Baseboard - 3 1/4"	97.67 LF		0.00	3.82	0.00	74.62	447.72

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

CONTINUED - Office 6

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
58. Paint baseboard - two coats	127.33 LF		0.00	1.66	0.00	42.28	253.65
59. Seal & paint base shoe or quarter round	103.67 LF		0.00	0.92	0.00	19.08	114.46
60. R&R Interior door - solid core Colonist - pre-hung unit Solid core door half glass pre finished	1.00 EA		21.28	2,216.00	0.00	447.46	2,684.74
61. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
Flooring							
62. Snaplock Laminate - simulated wood flooring - High grade 15% added for waste	289.99 SF		0.00	7.67	0.00	444.84	2,669.06
Cleaning							
63. Final cleaning - construction - Commercial	252.17 SF		0.00	0.29	0.00	14.62	87.75
Totals: Office 6					0.00	1,280.24	7,681.35



Office 5

Height: 9' 10"

617.86 SF Walls	222.99 SF Ceiling
840.85 SF Walls & Ceiling	222.99 SF Floor
24.78 SY Flooring	62.83 LF Floor Perimeter
62.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							
64. Seal/prime then paint the walls twice (3 coats)	617.86 SF		0.00	1.48	0.00	182.88	1,097.31
65. Base shoe	62.83 LF		0.00	1.65	0.00	20.74	124.41
66. Baseboard - 3 1/4"	96.83 LF		0.00	3.82	0.00	73.98	443.87
67. Paint baseboard - two coats	125.67 LF		0.00	1.66	0.00	41.72	250.33
68. Seal & paint base shoe or quarter round	102.83 LF		0.00	0.92	0.00	18.92	113.52
69. R&R Interior door - solid core Colonist - pre-hung unit Solid core door half glass pre finished	1.00 EA		21.28	2,216.00	0.00	447.46	2,684.74
70. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00

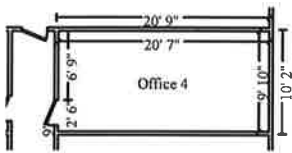


Target Solutions

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

CONTINUED - Office 5

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Flooring							
71. Snaplock Laminate - simulated wood flooring - High grade 15% added for waste	256.43 SF		0.00	7.67	0.00	393.36	2,360.18
Cleaning							
72. Final cleaning - construction - Commercial	222.99 SF		0.00	0.29	0.00	12.94	77.61
Totals: Office 5					0.00	1,223.00	7,337.97



Office 4

Height: 9' 10"

598.19 SF Walls	202.40 SF Ceiling
800.60 SF Walls & Ceiling	202.40 SF Floor
22.49 SY Flooring	60.83 LF Floor Perimeter
60.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							
73. Seal/prime then paint the walls twice (3 coats)	598.19 SF		0.00	1.48	0.00	177.06	1,062.38
74. Base shoe	60.83 LF		0.00	1.65	0.00	20.08	120.45
75. Baseboard - 3 1/4"	94.83 LF		0.00	3.82	0.00	72.46	434.71
76. Paint baseboard - two coats	121.67 LF		0.00	1.66	0.00	40.40	242.37
77. Seal & paint base shoe or quarter round	100.83 LF		0.00	0.92	0.00	18.56	111.32
78. R&R Interior door - solid core Colonist - pre-hung unit Solid core door half glass pre finished	1.00 EA		21.28	2,216.00	0.00	447.46	2,684.74
79. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
Flooring							
80. Snaplock Laminate - simulated wood flooring - High grade 15% added for waste	232.76 SF		0.00	7.67	0.00	357.06	2,142.33
Cleaning							
81. Final cleaning - construction - Commercial	202.40 SF		0.00	0.29	0.00	11.74	70.44

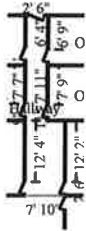


Target Solutions

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

CONTINUED - Office 4

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Office 4					0.00	1,175.82	7,054.74



Hallway

Height: 9' 10"

793.22 SF Walls	208.17 SF Ceiling
1,001.39 SF Walls & Ceiling	208.17 SF Floor
23.13 SY Flooring	80.67 LF Floor Perimeter
80.67 LF Ceil. Perimeter	

Missing Wall

7' 10" X 9' 10"

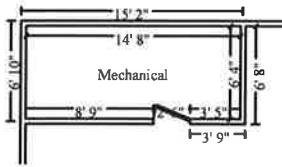
Opens into FRONT2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							
82. Seal/prime then paint the walls twice (3 coats)	793.22 SF		0.00	1.48	0.00	234.80	1,408.77
83. Base shoe	80.67 LF		0.00	1.65	0.00	26.62	159.73
84. Baseboard - 3 1/4"	80.67 LF		0.00	3.82	0.00	61.64	369.80
85. Paint baseboard - two coats	161.33 LF		0.00	1.66	0.00	53.56	321.37
86. Seal & paint base shoe or quarter round	120.67 LF		0.00	0.92	0.00	22.20	133.22
87. Paint door slab only - 2 coats (per side)	2.00 EA		0.00	42.75	0.00	17.10	102.60
88. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	35.99	0.00	7.20	43.19
Flooring							
89. Snaplock Laminate - simulated wood flooring - High grade 15% added for waste	239.39 SF		0.00	7.67	0.00	367.22	2,203.34
Cleaning							
90. Final cleaning - construction - Commercial	208.17 SF		0.00	0.29	0.00	12.08	72.45
Totals: Hallway					0.00	802.42	4,814.47



Target Solutions

6900 N State Hwy 6
Waco, TX 76712
877-741-9026



Mechanical

Height: 9' 10"

413.00 SF Walls	92.89 SF Ceiling
505.89 SF Walls & Ceiling	92.89 SF Floor
10.32 SY Flooring	42.00 LF Floor Perimeter
42.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							
91. Seal/prime then paint the walls twice (3 coats)	413.00 SF		0.00	1.48	0.00	122.24	733.48
92. Base shoe	42.00 LF		0.00	1.65	0.00	13.86	83.16
93. Baseboard - 3 1/4"	76.00 LF		0.00	3.82	0.00	58.06	348.38
Extra 34 is for door trim on both sides of the door							
94. Paint baseboard - two coats	84.00 LF		0.00	1.66	0.00	27.88	167.32
This covers the baseboard and trim at the ceiling perimeter							
95. Seal & paint base shoe or quarter round	82.00 LF		0.00	0.92	0.00	15.08	90.52
96. R&R Interior door - solid core Colonist - pre-hung unit Solid core door pre finished	1.00 EA		21.28	1,908.00	0.00	385.86	2,315.14
97. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
Flooring							
98. Tile floor covering 15% added for waste	106.82 SF		0.00	10.60	0.00	226.46	1,358.75
Cleaning							
99. Final cleaning - construction - Commercial	92.89 SF		0.00	0.29	0.00	5.38	32.32
Totals: Mechanical					0.00	885.82	5,315.07



Back

Height: 9' 10"

1,553.67 SF Walls	1,359.32 SF Ceiling
2,912.99 SF Walls & Ceiling	1,359.32 SF Floor
151.04 SY Flooring	158.00 LF Floor Perimeter
158.00 LF Ceil. Perimeter	



Target Solutions

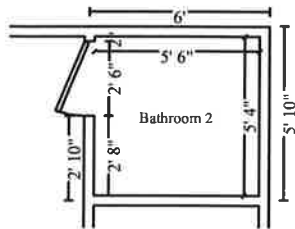
6900 N State Hwy 6
Waco, TX 76712
877-741-9026

CONTINUED - Back

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							
100. 5/8" drywall - hung, taped, floated, ready for paint	24.00 SF		0.00	3.25	0.00	15.60	93.60
101. Texture drywall - machine - knockdown	30.00 SF		0.00	1.19	0.00	7.14	42.84
102. Seal/prime then paint the walls twice (3 coats)	1,553.67 SF		0.00	1.48	0.00	459.88	2,759.31
103. Base shoe	158.00 LF		0.00	1.65	0.00	52.14	312.84
104. Baseboard - 3 1/4"	192.00 LF		0.00	3.82	0.00	146.68	880.12
105. Paint baseboard - two coats	316.00 LF		0.00	1.66	0.00	104.92	629.48
106. Seal & paint base shoe or quarter round	198.00 LF		0.00	0.92	0.00	36.44	218.60
107. R&R Interior door - solid core Colonist - pre-hung unit	1.00 EA		21.28	3,050.00	0.00	614.26	3,685.54
Solid core door full glass pre finished							
108. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
109. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	35.99	0.00	7.20	43.19
Cabinets							
110. Final cleaning - construction - Commercial	1,359.32 SF		0.00	0.29	0.00	78.84	473.04
111. Cabinetry - lower (base) units	9.00 LF		0.00	244.10	0.00	439.38	2,636.28
112. Cabinetry - upper (wall) units	9.00 LF		0.00	162.01	0.00	291.62	1,749.71
113. Seal & paint cabinetry - lower - faces only	9.00 LF		0.00	30.02	0.00	54.04	324.22
114. Seal & paint cabinetry - upper - faces only	9.00 LF		0.00	26.11	0.00	47.00	281.99
115. Countertop - post formed plastic laminate	11.00 LF		0.00	54.19	0.00	119.22	715.31
116. 4" backsplash for flat laid countertop	11.00 LF		0.00	9.92	0.00	21.82	130.94
Flooring							
117. Snaplock Laminate - simulated wood flooring - High grade	1,563.22 SF		0.00	7.67	0.00	2,397.98	14,387.88
15% added for waste							
Cleaning							
Totals: Back					0.00	4,925.16	29,550.89

**Target Solutions**

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

**Bathroom 2****Height: 9' 10"**

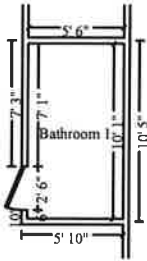
213.06 SF Walls
242.39 SF Walls & Ceiling
3.26 SY Flooring
21.67 LF Ceil. Perimeter

29.33 SF Ceiling
29.33 SF Floor
21.67 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
118. Detach & Reset Exhaust fan	1.00 EA	231.59	0.00	0.00	0.00	46.32	277.91
119. 5/8" drywall - hung, taped, floated, ready for paint	12.00 SF		0.00	3.25	0.00	7.80	46.80
120. Texture drywall - machine - knockdown	18.00 SF		0.00	1.19	0.00	4.28	25.70
Walls							
121. Seal/prime then paint the walls and ceiling twice (3 coats)	242.39 SF		0.00	1.48	0.00	71.74	430.48
122. R&R 5/8" drywall - hung, taped, heavy texture, ready for paint	106.53 SF		0.46	3.85	0.00	91.82	550.96
123. Base shoe	21.67 LF		0.00	1.65	0.00	7.16	42.92
124. Baseboard - 3 1/4"	55.67 LF		0.00	3.82	0.00	42.54	255.20
125. Paint baseboard - two coats	43.33 LF		0.00	1.66	0.00	14.38	86.31
126. Seal & paint base shoe or quarter round	61.67 LF		0.00	0.92	0.00	11.34	68.08
127. R&R Interior door - solid core Colonist - pre-hung unit Solid core door pre finished	1.00 EA		21.28	1,908.00	0.00	385.86	2,315.14
128. On site door prep. for full mortised lockset - Labor only	1.00 EA		0.00	101.09	0.00	20.22	121.31
129. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
130. Detach & Reset Mirror - 1/4" plate glass	3.00 SF	6.23	0.00	0.00	0.00	3.74	22.43
Flooring							
131. Tile floor covering 15% added for waste	33.73 SF		0.00	10.60	0.00	71.50	429.04
Cleaning							
132. Final cleaning - construction - Commercial	29.33 SF		0.00	0.29	0.00	1.70	10.21
Totals: Bathroom 2					0.00	811.40	4,868.49

**Target Solutions**

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

**Bathroom 1****Height: 9' 10"**

306.47 SF Walls	55.46 SF Ceiling
361.93 SF Walls & Ceiling	55.46 SF Floor
6.16 SY Flooring	31.17 LF Floor Perimeter
31.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Ceiling							
Walls							
133. R&R 5/8" drywall - hung, taped, heavy texture, ready for paint	153.24 SF		0.46	3.85	0.00	132.10	792.56
134. Seal/prime then paint the walls twice (3 coats)	306.47 SF		0.00	1.48	0.00	90.72	544.30
135. Base shoe	31.17 LF		0.00	1.65	0.00	10.28	61.71
136. Baseboard - 3 1/4"	65.17 LF		0.00	3.82	0.00	49.80	298.75
137. Paint baseboard - two coats	96.33 LF		0.00	1.66	0.00	31.98	191.89
138. Seal & paint base shoe or quarter round	71.17 LF		0.00	0.92	0.00	13.10	78.58
139. R&R Interior door - solid core Colonist - pre-hung unit Solid core door pre finished	1.00 EA		21.28	1,908.00	0.00	385.86	2,315.14
140. Door knob - interior	1.00 EA		0.00	155.00	0.00	31.00	186.00
141. Detach & Reset Mirror - 1/4" plate glass	3.00 SF	6.23	0.00	0.00	0.00	3.74	22.43
Flooring							
142. Tile floor covering 15% added for waste	63.78 SF		0.00	10.60	0.00	135.22	811.29
Cleaning							
143. Final cleaning - construction - Commercial	55.46 SF		0.00	0.29	0.00	3.22	19.30
144. Detach & Reset Light fixture	1.00 EA	63.90	0.00	0.00	0.00	12.78	76.68
145. On site door prep. for full mortised lockset - Labor only	1.00 EA		0.00	101.09	0.00	20.22	121.31
Totals: Bathroom 1					0.00	920.02	5,519.94

General Conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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**Target Solutions**

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

CONTINUED - General Conditions

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
146. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA		455.87	0.00	0.00	91.18	547.05
Totals: General Conditions					0.00	91.18	547.05

Plumbing

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
147. Plumbing (Bid Item)	1.00 EA		0.00	40,708.57	0.00	8,141.72	48,850.29
Totals: Plumbing					0.00	8,141.72	48,850.29

Electrical

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
148. Electrical (Bid Item)	1.00 EA		0.00	8,447.14	0.00	1,689.42	10,136.56
Totals: Electrical					0.00	1,689.42	10,136.56
Total: Main Level					0.00	28,378.34	170,269.33

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
149. Electrical labor minimum	1.00 EA		0.00	3.04	0.00	0.60	3.64
150. Framing labor minimum	1.00 EA		0.00	41.34	0.00	8.26	49.60
151. Mirror/shower door labor minimum	1.00 EA		0.00	108.05	0.00	21.62	129.67
152. Window treatment repair	1.00 EA		0.00	108.55	0.00	21.72	130.27
Totals: Labor Minimums Applied					0.00	52.20	313.18
Line Item Totals: 2023-06-28-1653					0.00	28,430.54	170,582.51



Target Solutions

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

Grand Total Areas:

8,101.03	SF Walls	3,601.36	SF Ceiling	11,702.39	SF Walls and Ceiling
3,601.36	SF Floor	400.15	SY Flooring	823.83	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	823.83	LF Ceil. Perimeter
3,601.36	Floor Area	3,783.61	Total Area	8,101.03	Interior Wall Area
2,841.94	Exterior Wall Area	262.33	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



Target Solutions

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

Summary

Line Item Total	142,151.97
Overhead	14,215.27
Profit	14,215.27
Replacement Cost Value	\$170,582.51
Net Claim	\$170,582.51

Phillip Sustala



Target Solutions

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	14,215.27	14,215.27
Total	14,215.27	14,215.27



Target Solutions

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

Recap by Room

Estimate: 2023-06-28-1653

Area: Main Level

Front	6,186.04	4.35%
Office 1	6,339.90	4.46%
Office 2	5,734.77	4.03%
Office 3	5,648.08	3.97%
Office 7	8,251.58	5.80%
Office 6	6,401.11	4.50%
Office 5	6,114.97	4.30%
Office 4	5,878.92	4.14%
Hallway	4,012.05	2.82%
Mechanical	4,429.25	3.12%
Back	24,625.73	17.32%
Bathroom 2	4,057.09	2.85%
Bathroom 1	4,599.92	3.24%
General Conditions	455.87	0.32%
Plumbing	40,708.57	28.64%
Electrical	8,447.14	5.94%

Area Subtotal: Main Level

141,890.99 99.82%

Labor Minimums Applied

260.98 0.18%

Subtotal of Areas

142,151.97 100.00%

Total

142,151.97 100.00%

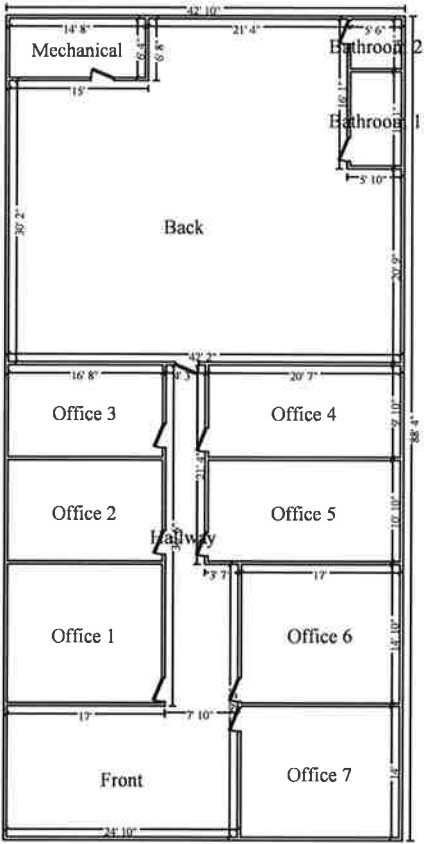
**Target Solutions**

6900 N State Hwy 6
Waco, TX 76712
877-741-9026

Recap by Category

O&P Items	Total	%
CABINETRY	4,360.20	2.56%
CLEANING	1,044.40	0.61%
GENERAL DEMOLITION	809.44	0.47%
DOORS	25,322.18	14.84%
DRYWALL	1,515.33	0.89%
ELECTRICAL	8,681.77	5.09%
FLOOR COVERING - CERAMIC TILE	2,165.90	1.27%
FLOOR COVERING - WOOD	30,198.55	17.70%
FINISH CARPENTRY / TRIMWORK	5,935.10	3.48%
FINISH HARDWARE	1,705.00	1.00%
FRAMING & ROUGH CARPENTRY	206.68	0.12%
LIGHT FIXTURES	63.90	0.04%
MIRRORS & SHOWER DOORS	145.43	0.09%
PLUMBING	40,708.57	23.86%
PAINTING	16,880.97	9.90%
WINDOW TREATMENT	2,408.55	1.41%
O&P Items Subtotal	142,151.97	83.33%
Overhead	14,215.27	8.33%
Profit	14,215.27	8.33%
Total	170,582.51	100.00%

Main Level



Main Level



City Council Meeting Management Report

Meeting Date: August 21, 2023

Contact: Laura Cox, CFO

Phone: 817-790-3351, Ext. 117

AGENDA ITEM:

Consider and act on Ordinance 2023-0023 authorizing the issuance and sale of City of Alvarado Limited Tax Note, Series 2023; levying an ad valorem tax and providing for the security for and payment of said note; and enacting other provisions relating to the subject.

BACKGROUND & FINDINGS:

This ordinance authorizes the issuance of a Limited Tax Note, Series 2023, to be used to fund wastewater system improvements.

FINANCIAL IMPACT:

The Tax Note will be privately placed.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Draft Ordinance
2. Draft Debt Service Schedule

TABLE OF CONTENTS

City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change

Report	Page
Sources and Uses of Funds	1
Bond Pricing	2
Bond Summary Statistics	3
Form 8038 Statistics	4
Project Fund	5
Bond Debt Service	6
Net Debt Service	8
Cost of Issuance	9
Formula Verification	10
Proof of Arbitrage Yield	11

SOURCES AND USES OF FUNDS

City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change

Dated Date 09/12/2023
Delivery Date 09/12/2023

Sources:

Bond Proceeds:	
Par Amount	256,000.00
	256,000.00

Uses:

Project Fund Deposits:	
Project Fund	221,366.00
Delivery Date Expenses:	
Cost of Issuance	34,634.00
	256,000.00

BOND PRICING

City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:	10/01/2024	256,000	6.040%	6.040%	100.000
		256,000			

Dated Date	09/12/2023	
Delivery Date	09/12/2023	
First Coupon	04/01/2024	
Par Amount	256,000.00	
Original Issue Discount		
Production	256,000.00	100.000000%
Underwriter's Discount		
Purchase Price	256,000.00	100.000000%
Accrued Interest		
Net Proceeds	256,000.00	

BOND SUMMARY STATISTICS

City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change

Dated Date	09/12/2023
Delivery Date	09/12/2023
First Coupon	04/01/2024
Last Maturity	10/01/2024
Arbitrage Yield	6.034927%
True Interest Cost (TIC)	6.034927%
Net Interest Cost (NIC)	6.040000%
All-In TIC	21.007330%
Average Coupon	6.040000%
Average Life (years)	1.053
Weighted Average Maturity (years)	1.053
Duration of Issue (years)	1.037
Par Amount	256,000.00
Bond Proceeds	256,000.00
Total Interest	16,278.47
Net Interest	16,278.47
Bond Years from Dated Date	269,511.11
Bond Years from Delivery Date	269,511.11
Total Debt Service	272,278.47
Maximum Annual Debt Service	263,731.20
Average Annual Debt Service	258,628.63
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	Average Maturity Date	Duration	PV of 1 bp change
Bond Component	256,000.00	100.000	6.040%	1.053	09/30/2024	1.037	25.60
	256,000.00			1.053			25.60

	TIC	All-In TIC	Arbitrage Yield
Par Value	256,000.00	256,000.00	256,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-34,634.00	
- Other Amounts			
Target Value	256,000.00	221,366.00	256,000.00
Target Date	09/12/2023	09/12/2023	09/12/2023
Yield	6.034927%	21.007330%	6.034927%

FORM 8038 STATISTICS

**City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change**

Dated Date 09/12/2023
Delivery Date 09/12/2023

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:	10/01/2024	256,000.00	6.040%	100.000	256,000.00	256,000.00
		256,000.00			256,000.00	256,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	10/01/2024	6.040%	256,000.00	256,000.00		
Entire Issue			256,000.00	256,000.00	1.0528	6.0349%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	34,634.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

PROJECT FUND

**City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change**

Project Fund (PROJ)

Date	Deposit	Interest	Principal	Scheduled Draws	Balance
09/12/2023	221,366		221,366	221,366	
	221,366	0	221,366	221,366	

Arbitrage Yield: 6.0349274%

BOND DEBT SERVICE

City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
04/01/2024		8,547.27	8,547.27	
09/30/2024				8,547.27
10/01/2024	256,000	7,731.20	263,731.20	
09/30/2025				263,731.20
	256,000	16,278.47	272,278.47	272,278.47

BOND DEBT SERVICE

**City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change**

Period Ending	Principal	Interest	Debt Service
09/30/2024		8,547.27	8,547.27
09/30/2025	256,000	7,731.20	263,731.20
	256,000	16,278.47	272,278.47

NET DEBT SERVICE

**City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change**

Period Ending	Principal	Coupon	Interest	Total Debt Service	Net Debt Service
09/30/2024			8,547.27	8,547.27	8,547.27
09/30/2025	256,000	6.040%	7,731.20	263,731.20	263,731.20
	256,000		16,278.47	272,278.47	272,278.47

COST OF ISSUANCE

**City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change**

Cost of Issuance	\$/1000	Amount
Financial Advisor	87.89063	22,500.00
Bond Counsel	36.15625	9,256.00
Bond Counsel Expenses	7.81250	2,000.00
Attorney General Fee	2.92969	750.00
MAC Fee	0.50000	128.00
	135.28906	34,634.00

FORMULA VERIFICATION

City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change

Component	Formula	Value
EXP	22,500	22,500.00
EXP	9,256	9,256.00
EXP	2,000	2,000.00
EXP	750	750.00
EXP	128	128.00

PROOF OF ARBITRAGE YIELD

**City of Alvarado, Texas
Tax Notes, Series 2023
Amegy Bank Bid
Preliminary / Subject to Change**

Date	Debt Service	Present Value to 09/12/2023 @ 6.0349274142%
04/01/2024	8,547.27	8,270.92
10/01/2024	263,731.20	247,729.08
	272,278.47	256,000.00

Proceeds Summary

Delivery date	09/12/2023
Par Value	256,000.00
Target for yield calculation	256,000.00

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
JOHNSON COUNTY
CITY OF ALVARADO

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

1. The City Council of the City convened in a regular meeting on August 21, 2023, at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Jacob Wheat – Mayor
Beverly Short
Kevin Thomas
Scott Arthur

Lydia Moon- Mayor Pro Tem
Cherry Bryant
Michael Bennett

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

ORDINANCE 2023-0023 AUTHORIZING THE ISSUANCE AND SALE
OF CITY OF ALVARADO, TEXAS LIMITED TAX NOTE, SERIES 2023;
LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE
SECURITY FOR AND PAYMENT OF SAID NOTE; AND ENACTING
OTHER PROVISIONS RELATING TO THE SUBJECT

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

AYES: _____ NOES: _____ ABSTENTIONS: _____

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

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

PASSED, APPROVED AND ADOPTED ON AUGUST 21, 2023.

Mayor, Jacob Wheat

ATTEST:

City Secretary, Beth A Walls

{SEAL}

ORDINANCE 2023-0023 AUTHORIZING THE ISSUANCE AND SALE OF CITY OF ALVARADO, TEXAS LIMITED TAX NOTE, SERIES 2023; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the City Council (the "*City Council*") of the City of Alvarado, Texas (the "*Issuer*") hereby finds and determines that it is necessary, useful and appropriate for the Issuer's public purposes to authorize and provide for the issuance and sale of a note of the Issuer for the purposes hereinafter set forth, as authorized by Chapter 1431, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTE. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The note of the City of Alvarado, Texas is hereby authorized to be issued and delivered in the aggregate principal amount of \$256,000 for the public purpose of (i) constructing water and wastewater system improvements and (ii) payment of costs of issuance of the Note (the "*Project*").

Section 2. DESIGNATION, DATE, DENOMINATION, NUMBER, AND MATURITY AND INTEREST RATE OF NOTE.

(a) Each note issued pursuant to this Ordinance shall be designated: "CITY OF ALVARADO, TEXAS LIMITED TAX NOTE, SERIES 2023," and there shall be issued, sold, and delivered hereunder one fully registered note, without interest coupons, dated September 12, 2023, in the denomination and principal amount of \$256,000, numbered R-1, with any Note issued in replacement thereof being in the denomination and principal amount of \$256,000 and numbered consecutively from R-2 upward. Principal of the Note shall mature on October 1, 2024 and be payable to Zions Bancorporation, N.A., or to the registered assignee of the Note (in each case, the "Registered Owner") in the amount of \$256,000.

(b) The note shall bear interest on the unpaid balance of the principal amount thereof from the date of delivery to the scheduled due date of the Note at a rate of 6.040% per annum. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in this Ordinance.

(c) The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and any substitute note exchanged therefor, as well as any other substitute or replacement note issued pursuant hereto, and the term

"Note" shall mean any such note.

Section 3. CHARACTERISTICS OF THE NOTE.

(a) Registration. The Issuer shall keep or cause to be kept at the principal corporate trust office of Zions Bancorporation, N.A., located in Dallas, Texas (the "*Paying Agent/Registrar*"), books or records for the registration of the transfer and exchange of the Note (the "*Registration Books*"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of a substitute Note. Registration of assignments, transfers and exchanges of a Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

(b) Transfer and Exchange. Except as provided in Section 3(f) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel any Note surrendered for exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Note in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of transfer of a Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note that initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts. The Note may be transferred and registered in the name of the new Registered Owner in whole but not in part.

(c) Payment of Note and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Note, shall properly and accurately record all payments on the Note on the Registration Books, and shall keep proper records of all exchanges of the Note, and all replacements of the Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and

for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owner thereof, (ii) may be exchanged for another Note, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Note shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth in this Ordinance. The Note initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTE.

(e) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Note that at all times while the Note is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than twenty days written notice to the Paying Agent/Registrar, to be effective not later than fifteen days prior to the next principal or interest payment date after such notice. If the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Note. In lieu of the executed Certificate of Paying

Agent/Registrar described above, the Initial Note delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually or digitally executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Delivery of Initial Note. On the closing date, one initial Note representing the entire principal amount of the Note, payable in stated installments to the Purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually or digitally signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such Purchaser or its designee.

Section 4. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the FORM OF NOTE provided in Exhibit A, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Note is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Note is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Note, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Note and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Note is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owner of the Note a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF NOTE.

(a) The Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "*Future Escrow Agreement*") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Note and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Note, which currently includes the following: (i) direct, noncallable

obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that the Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note

shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Section 1206.022, Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Note issued in exchange for another Note.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND ENGAGEMENT OF BOND COUNSEL AND PLACEMENT AGENT.

(a) The Mayor of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and its registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually or digitally sign the Comptroller's Registration Certificate attached to such Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the Issuer's Bond Counsel may, at the option of the Issuer, be printed on the Note issued and delivered under this Ordinance, but shall have no legal effect, and shall be solely for the convenience and information of the Registered Owner of the Note.

(b) The obligation of the Purchaser to accept delivery of the Note is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., "Bond Counsel" to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the Purchaser.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE; INTENT TO REIMBURSE PROJECT COSTS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "*Code*"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the Project financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of

more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the Project financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Note being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Note, other than investment property acquired with –

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of an advance refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Note is issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Note or the proceeds of any prior bonds to pay debt services on another issue for more than ninety (90) days after the issuance of the Note in contravention of section 149(d) of the Code (relating to advance refunding);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to

the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that proceeds of the Note are used solely for "new money" projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations (hereinafter defined). It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto (the "*Treasury Regulations*"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Note, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Note, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, City Manager and the Chief Financial Officer of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Note.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project financed with the proceeds of the Note on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Note or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the status, for federal income tax purposes, of the Note or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Note. For purpose of the foregoing, the Issuer may rely on an opinion

of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Procedures to Monitor Compliance with Tax Covenants. The Issuer hereby adopts the procedures attached hereto as **Exhibit B** as a means of monitoring compliance with the federal tax covenants made by the Issuer herein.

Section 10. SALE OF NOTE. The Note is hereby initially sold and shall be delivered to Zions Bancorporation, N.A. (the "*Purchaser*") for cash for the par value thereof, pursuant to the private placement letter dated the date of the final passage of this Ordinance which the Mayor or City Manager is hereby authorized to execute and deliver. The Note shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, City Secretary, City Manager and Chief Financial Officer shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note and the sale of the Note. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "*Rule*"). The Issuer will however provide the owner of the Certificate, with its annual financial audit report within 270 days after each of the Issuer's fiscal year end beginning with the Issuer's fiscal year ending September 30, 2023, unless such information is available on the Electronic Municipal Market Access website.

Section 13. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Note when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owner of the Note, including, but not limited to its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the Registered Owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, such Registered Owner agrees that the certifications contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Note so as to:

(1) Make any change in the maturity of the Note;

- (2) Reduce the rate of interest borne by the Note;
- (3) Reduce the amount of the principal payable on the Note;
- (4) Modify the terms of payment of principal or of interest on the Note or impose any condition with respect to such payment; or
- (5) Change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Note, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of 6 months from the date of the mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after 6 months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

(g) For the purposes of establishing ownership of the Note, the Issuer shall rely solely upon the registration of the ownership of such Note on the registration books kept by the Paying Agent/Registrar.

Section 15. PROJECT FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund or account to be entitled the "Series 2023 Note Project Fund" for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided, and to pay the costs of issuance of the Note. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Note (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 17. APPROPRIATION. To pay the debt service coming due on the Note prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 18. EFFECTIVE DATE. Per Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

EXHIBIT A

The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Note.

NO. R-1	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF ALVARADO, TEXAS LIMITED TAX NOTE SERIES 2023	PRINCIPAL AMOUNT \$256,000
---------	--	----------------------------------

<u>INTEREST RATE</u>	<u>DELIVERY DATE</u>
6.040%	September 12, 2023

REGISTERED OWNER: ZIONS BANCORPORATION, N.A.

PRINCIPAL AMOUNT: TWO HUNDRED FIFTY SIX THOUSAND DOLLARS

The City of Alvarado, Texas (the "*Issuer*"), being a political subdivision of the State of Texas located in Johnson County, Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assign (the "*Registered Owner*"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount, at the rate per annum set forth above, calculated on the basis of a 360-day year of twelve 30-day months. The principal of this Note shall mature and be paid on October 1, 2024.

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Note on April 1, 2024 and on October 1, 2024. The principal of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity at the principal office of Zions Bancorporation, N.A. located in Dalals, Texas, which is the "Paying Agent/Registrar" for this Note. The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Note (the "*Note Ordinance*") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "*Record Date*")

on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

ANY ACCRUED INTEREST due in connection with the principal of this Note shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated September 12, 2023, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$256,000 for the public purpose of (i) constructing water and wastewater system improvements and (ii) payment of costs of issuance of the Note.

ON ANY DATE, the principal installments of this Note may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular principal installments or portions thereof, to be redeemed shall be selected and designated by the Issuer, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption. Partial redemptions of the Note must be in the minimum principal amount of \$5,000 and may not occur more than once each calendar year.

AT LEAST TWENTY DAYS PRIOR to the date fixed for any optional redemption of the Note or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of the Note at its address as it appeared on the Registration Books on the day such notice of redemption is mailed; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of this Note. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Note or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Note or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for redemption, and shall not be regarded as being outstanding except for the right of the Registered

Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment.

UPON THE PAYMENT OR PARTIAL REDEMPTION of the outstanding principal balance of this Note, the Paying Agent/Registrar, shall note in the Payment Record appearing on this Note the amount of such payment or partial redemption, the date said payment was made and the remaining unpaid principal balance of this Note and shall then have said entry signed by an authorized official of the Paying Agent/Registrar. The Paying Agent/Registrar shall also record such information in the Registration Books, and the Paying Agent/Registrar shall also record in the Registration Books all payments of principal installments on such Certificate when made on their respective due dates.

THIS NOTE is issuable in the form of one fully-registered Note without coupons in the denomination of \$256,000. This Note may be transferred or exchanged as provided in the Note Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Note of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Note Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for this Note is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Note.

THIS NOTE shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Note.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer and countersigned with the manual or facsimile signature of the City Secretary of said Issuer and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

(signature)
City Secretary
City of Alvarado, Texas

(signature)
Mayor
City of Alvarado, Texas

(SEAL)

(b) Form of Payment Record.

PAYMENT RECORD

Date of Payment	Principal Payment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Note is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or in exchange for, a Note that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

Zions Bancorporation, N.A.
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(d) Form of Assignment.

ASSIGNMENT
(Please type or print clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please insert name and address, including zip code, of Transferee

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

(e) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Note and that this Note has been registered this day by me.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State
of Texas

(COMPTROLLER'S SEAL)

EXHIBIT B

PROCEDURES REGARDING COMPLIANCE WITH FEDERAL TAX COVENANTS

These procedures, together with any federal tax certifications, provisions included in the authorizing document (the "*Ordinance*") with respect to the issuance and sale of Obligations (as defined below), letters of instructions and/or memoranda from bond counsel and any attachments thereto (the "*Closing Documents*"), are intended to assist the Issuer in complying with federal guidelines related to the issuance of any tax-exempt debt such as the Issuer's Limited Tax Note, Series 2023 (the "*Obligations*").

A. Arbitrage Compliance. Federal income tax laws generally restrict the ability to earn arbitrage in connection with the Obligations. The Responsible Person (as defined below) will review the Closing Documents periodically (at least once a year) to ascertain if an exception to arbitrage compliance applies.

1. Procedures applicable to Obligations issued for construction and acquisition purposes. With respect to the investment and expenditure of the proceeds of the Obligations that are issued to finance public improvements or to acquire land or personal property, the Issuer's Chief Financial Officer (together with other employees of the Issuer who report to or such officer, is collectively, the "Responsible Person") will:

a. Instruct the appropriate person who is primarily responsible for the construction, renovation or acquisition of the facilities financed with the Obligations (the "*Project*") that (i) binding contracts for the expenditure of at least 5% of the proceeds of the Obligations are entered into within 6 months of the date of closing of the Obligations (the "*Issue Date*") and that (ii) the Project must proceed with due diligence;

b. Monitor that at least 85% of the proceeds of the Obligations to be used for the construction, renovation or acquisition of the Project are expended within 3 years of the Issue Date;

c. Monitor the yield on the investments purchased with proceeds of the Obligations and restrict the yield of such investments to the yield on the Obligations after 3 years of the Issue Date;

d. Monitor all amounts deposited into a sinking fund or funds pledged (directly or indirectly) to the payment of the Obligations, such as the Interest and Sinking Fund, to assure that the maximum amount invested within such applicable fund at a yield higher than the yield on the Obligations does not exceed an amount equal to the debt service on the Obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Obligations for the immediately preceding 12-month period; and

e. Ensure that no more than 50% of the proceeds of the Obligations are invested in an investment with a guaranteed yield for 4 years or more.

2. Procedures applicable to Obligations with a debt service reserve fund. In addition to the foregoing, if the Issuer issues Obligations that are secured by a debt service reserve fund, the Responsible Person will:

a. Assure that the maximum amount of any reserve fund for the Obligations invested at a yield higher than the yield on the Obligations will not exceed the lesser of (1) 10% of the principal amount of the Obligations, (2) 125% of the average annual debt service on the Obligations measured as of the Issue Date, or (3) 100% of the maximum annual debt service on the Obligations as of the Issue Date.

3. Procedures applicable to Escrow Accounts for Refunding Issues. In addition to the foregoing, if the Issuer issues Obligations and proceeds are deposited to an escrow fund to be administered pursuant to the terms of an escrow agreement, the Responsible Person will:

a. Monitor the actions of the escrow agent to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

b. Contact the escrow agent on the date of redemption of obligations being refunded to ensure that they were redeemed; and

c. Monitor any unspent proceeds of the refunded obligations to ensure that the yield on any investments applicable to such proceeds are invested at the yield on the applicable obligations or otherwise applied (see Closing Documents).

4. Procedures applicable to all Tax-exempt Obligation Issues. For all issuances of Obligations, the Responsible Person will:

a. Maintain any official action of the Issuer (such as a reimbursement resolution) stating the Issuer's intent to reimburse with the proceeds of the Obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;

b. Ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and

c. Assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every 5 years after the Issue Date and (ii) within 30 days after the date the Obligations are retired.

B. Private Business Use. Generally, to be tax-exempt, only an insignificant amount of the proceeds of each issue of Obligations can benefit (directly or indirectly) private businesses. The Responsible Persons will review the Closing Documents periodically (at least once a year) for the purpose of determining that the use of the facilities financed or refinanced with the proceeds of the Obligations (the "Project") do not violate provisions of federal tax law that pertain to private business use. In addition, the Responsible Persons will:

1. Develop procedures or a "tracking system" to identify all property financed with tax-exempt debt;
2. Monitor and record the date on which the Project is substantially complete and available to be used for the purpose intended;
3. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
4. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
5. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
6. Monitor and record whether, at any time the Obligations are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
7. Monitor and record whether, at any time the Obligations are outstanding, the facilities are sold or otherwise disposed of; and
8. Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the Project.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Obligations and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Obligations. If any portion of the Obligations is refunded with the proceeds of another series of tax-exempt Obligations, such records shall be maintained until the three (3) years after the refunding Obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Persons. Each Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the Project financed or refinanced with the proceeds of the Obligations. The foregoing notwithstanding, each Responsible Person shall report to the governing body of the Issuer whenever experienced advisors and agents may be necessary to carry out the purposes of these instructions for the purpose of seeking the governing body's approval to engage or utilize existing advisors and agents for such purposes.



City Council Meeting Management Report

Meeting Date: August 21, 2023

Contact: Laura Cox, CFO

Phone: 817-790-3351, Ext. 117

AGENDA ITEM:

Consider, discuss and take a roll call vote to propose an ad valorem tax rate \$0.811895 per \$100 valuation; set a public hearing for Monday, September 18, 2023 to receive comments concerning said proposed City of Alvarado 2023 tax rate; and set the time, date and place of the meeting at which the City Council will vote on said proposed tax rate of \$0.811895 per \$100 valuation as Monday, September 18, 2023 at 6:30 p.m., in the Council Chambers located at 104 W. College Avenue, Alvarado, Texas, and further authorizing the required public notices.

BACKGROUND & FINDINGS:

Certified Taxable Value

The City's total adjusted taxable value has been certified at \$623,717,969 making each penny worth \$62,372.

Ad Valorem Tax Rates

Proposed total tax rate:	\$0.811895/\$100
Proposed Maintenance & Operations (M&O) tax rate:	\$0.611828/\$100
Proposed Interest & Sinking (I&S) tax rate (debt):	\$0.200067/\$100
No-New-Revenue tax rate	\$0.682476/\$100
Voter-approval tax rate	\$0.757217/\$100
De minimis rate	\$0.811895/\$100

Discuss an Ad Valorem Tax Rate and Take a Record Vote

The City Council must formally propose and take a record vote to establish the tax rate it is proposing.

Schedule Meeting

The City Council must set the public hearing on the proposed tax rate and schedule a meeting to adopt the proposed tax rate. The recommended date for this meeting is the regularly scheduled City Council meeting, Monday, September 18, 2023, at 6:30 p.m. in the Council Chambers located at 104 W. College Avenue, Alvarado, Texas.

Publish Newspaper Ad

State law requires that taxing units publish a notice of the meeting at which the governing body will vote to adopt the proposed tax rate.

ATTACHMENTS:

1. Draft 2023 Tax Rate Calculation Worksheet
2. Certification of Additional Sales and Use Tax to Pay Debt Services

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

2023 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Alvarado

817-790-3351

Taxing Unit Name

Phone (area code and number)

104 W. College St, Alvarado, Texas 76009

<https://www.cityofalvarado.org>

Taxing Unit's Address, City, State, ZIP Code

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	2022 total taxable value. Enter the amount of 2022 taxable value on the 2022 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ¹	\$ 493,085,907
2.	2022 tax ceilings. Counties, cities and junior college districts. Enter 2022 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ²	\$ 0
3.	Preliminary 2022 adjusted taxable value. Subtract Line 2 from Line 1.	\$ 493,085,907
4.	2022 total adopted tax rate.	\$ 0.812696 /\$100
5.	2022 taxable value lost because court appeals of ARB decisions reduced 2022 appraised value.	
	A. Original 2022 ARB values:	\$ 0
	B. 2022 values resulting from final court decisions:	-\$ 0
	C. 2022 value loss. Subtract B from A. ³	\$ 0
6.	2022 taxable value subject to an appeal under Chapter 42, as of July 25.	
	A. 2022 ARB certified value:	\$ 0
	B. 2022 disputed value:	-\$ 0
	C. 2022 undisputed value. Subtract B from A. ⁴	\$ 0
7.	2022 Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 0

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 493,085,907
9.	2022 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2022. Enter the 2022 value of property in deannexed territory. ⁵	\$ 0
10.	2022 taxable value lost because property first qualified for an exemption in 2023. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2023 does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use 2022 market value: \$ 478,634 B. Partial exemptions. 2023 exemption amount or 2023 percentage exemption times 2022 value: + \$ 577,251 C. Value loss. Add A and B. ⁶	\$ 1,055,885
11.	2022 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2023. Use only properties that qualified in 2023 for the first time; do not use properties that qualified in 2022. A. 2022 market value: \$ 0 B. 2023 productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 1,055,885
13.	2022 captured value of property in a TIF. Enter the total value of 2022 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2022 taxes were deposited into the tax increment fund. ⁸ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	2022 total value. Subtract Line 12 and Line 13 from Line 8.	\$ 492,030,022
15.	Adjusted 2022 total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 3,998,708
16.	Taxes refunded for years preceding tax year 2022. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2022. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. ⁹	\$ 3,728
17.	Adjusted 2022 levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 4,002,436
18.	Total 2023 taxable value on the 2023 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. ¹¹ A. Certified values: \$ 571,561,620 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the 2023 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2023 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below. ¹² - \$ 0 E. Total 2023 value. Add A and B, then subtract C and D.	\$ 571,561,620

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³ A. 2023 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. ¹⁴ \$ 52,156,349 B. 2023 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. ¹⁵ + \$ 0 C. Total value under protest or not certified. Add A and B.	\$ 52,156,349
20.	2023 tax ceilings. Counties, cities and junior colleges enter 2023 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in 2022 or a prior year for homeowners age 65 or older or disabled, use this step. ¹⁶	\$ 0
21.	2023 total taxable value. Add Lines 18E and 19C. Subtract Line 20. ¹⁷	\$ 623,717,969
22.	Total 2023 taxable value of properties in territory annexed after Jan. 1, 2022. Include both real and personal property. Enter the 2023 value of property in territory annexed. ¹⁸	\$ 1,009,243
23.	Total 2023 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2022. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2022 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2023. ¹⁹	\$ 36,250,788
24.	Total adjustments to the 2023 taxable value. Add Lines 22 and 23.	\$ 37,260,031
25.	Adjusted 2023 taxable value. Subtract Line 24 from Line 21.	\$ 586,457,938
26.	2023 NNR tax rate. Divide Line 17 by Line 25 and multiply by \$100. ²⁰	\$ 0.682476 /\$100
27.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2023 county NNR tax rate. ²¹	\$ _____ /\$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	2022 M&O tax rate. Enter the 2022 M&O tax rate.	\$ 0.631796 /\$100
29.	2022 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 493,085,907

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(6)(B)

¹⁷ Tex. Tax Code §26.012(6)

¹⁸ Tex. Tax Code §26.012(17)

¹⁹ Tex. Tax Code §26.012(17)

²⁰ Tex. Tax Code §26.04(c)

²¹ Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	Total 2022 M&O levy. Multiply Line 28 by Line 29 and divide by \$100	\$ 3,115,297
31.	Adjusted 2022 levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding tax year 2022. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2022. This line applies only to tax years preceding tax year 2022. + \$ 2,694 B. 2022 taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2023 captured appraised value in Line 18D, enter 0. - \$ 0 C. 2022 transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. 2022 M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. \$ 2,694 E. Add Line 30 to 31D.	\$ 3,117,991
32.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 586,457,938
33.	2023 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by \$100.	\$ 0.531664 /\$100
34.	Rate adjustment for state criminal justice mandate. ²³ If not applicable or less than zero, enter 0. A. 2023 state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. 2022 state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
35.	Rate adjustment for indigent health care expenditures. ²⁴ If not applicable or less than zero, enter 0. A. 2023 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. \$ 0 B. 2022 indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state assistance received for the same purpose. - \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100. \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100

²² [Reserved for expansion]²³ Tex. Tax Code §26.044²⁴ Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
36.	Rate adjustment for county indigent defense compensation. ²⁵ If not applicable or less than zero, enter 0. A. 2023 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose..... \$ 0 B. 2022 indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2021 and ending on June 30, 2022, less any state grants received by the county for the same purpose..... \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.05 and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 /\$100
37.	Rate adjustment for county hospital expenditures. ²⁶ If not applicable or less than zero, enter 0. A. 2023 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023. \$ 0 B. 2022 eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2021 and ending on June 30, 2022. \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.08 and divide by Line 32 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.000000 /\$100
38.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in 2022. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year \$ 0 B. Expenditures for public safety in 2022. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ 0 C. Subtract B from A and divide by Line 32 and multiply by \$100 \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
39.	Adjusted 2023 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	\$ 0.531664 /\$100
40.	Adjustment for 2022 sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2022 should complete this line. These entities will deduct the sales tax gain rate for 2023 in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in 2022, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ 703,099 B. Divide Line 40A by Line 32 and multiply by \$100 \$ 0.119889 /\$100 C. Add Line 40B to Line 39.	\$ 0.651553 /\$100
41.	2023 voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	\$ 0.674357 /\$100

²⁵ Tex. Tax Code §26.0442²⁶ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	Disaster Line 41 (D41): 2023 voter-approval M&O rate for taxing unit affected by disaster declaration. If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. ²⁷ If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	\$ 0.000000 / \$100
42.	Total 2023 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ²⁸ Enter debt amount \$ 1,306,249 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 1,306,249	
43.	Certified 2022 excess debt collections. Enter the amount certified by the collector. ²⁹	\$ 8,475
44.	Adjusted 2023 debt. Subtract Line 43 from Line 42E.	\$ 1,297,774
45.	2023 anticipated collection rate. A. Enter the 2023 anticipated collection rate certified by the collector. ³⁰ 104.00 % B. Enter the 2022 actual collection rate. 101.00 % C. Enter the 2021 actual collection rate. 109.00 % D. Enter the 2020 actual collection rate. 102.00 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³¹ 104.00 %	
46.	2023 debt adjusted for collections. Divide Line 44 by Line 45E.	\$ 1,247,859
47.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 623,717,969
48.	2023 debt rate. Divide Line 46 by Line 47 and multiply by \$100.	\$ 0.200067 / \$100
49.	2023 voter-approval tax rate. Add Lines 41 and 48.	\$ 0.874424 / \$100
D49.	Disaster Line 49 (D49): 2023 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	\$ _____ / \$100

²⁷ Tex. Tax Code §26.042(a)²⁸ Tex. Tax Code §26.012(7)²⁹ Tex. Tax Code §26.012(10) and 26.04(b)³⁰ Tex. Tax Code §26.04(b)³¹ Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2023 county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	Taxable Sales. For taxing units that adopted the sales tax in November 2022 or May 2023, enter the Comptroller's estimate of taxable sales for the previous four quarters. ³² Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2022, enter 0.	\$ 0
52.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ³³ Taxing units that adopted the sales tax in November 2022 or in May 2023. Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ³⁴ - or - Taxing units that adopted the sales tax before November 2022. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 731,036
53.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 623,717,969
54.	Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by \$100.	\$ 0.117207 /\$100
55.	2023 NNR tax rate, unadjusted for sales tax. ³⁵ Enter the rate from Line 26 or 27, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.682476 /\$100
56.	2023 NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2022 or in May 2023. Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2022.	\$ 0.682476 /\$100
57.	2023 voter-approval tax rate, unadjusted for sales tax. ³⁶ Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.874424 /\$100
58.	2023 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	\$ 0.757217 /\$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ³⁷ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ³⁸	\$ 0
60.	2023 total taxable value. Enter the amount from Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 623,717,969
61.	Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by \$100.	\$ 0.000000 /\$100
62.	2023 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	\$ 0.757217 /\$100

³² Tex. Tax Code §26.041(d)

³³ Tex. Tax Code §26.041(i)

³⁴ Tex. Tax Code §26.041(d)

³⁵ Tex. Tax Code §26.04(c)

³⁶ Tex. Tax Code §26.04(c)

³⁷ Tex. Tax Code §26.045(d)

³⁸ Tex. Tax Code §26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate adjusted to remove the unused increment rate for the prior three years.³⁹ In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020;⁴⁰
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴¹ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁴²

Individual components can be negative, but the overall rate would be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴³

Line	Unused Increment Rate Worksheet	Amount/Rate
63. Year 3 component.	Subtract the 2022 actual tax rate and the 2022 unused increment rate from the 2022 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ 0.750406 /\$100
B.	Unused increment rate (Line 66).....	\$ 0.000000 /\$100
C.	Subtract B from A.....	\$ 0.750406 /\$100
D.	Adopted Tax Rate.....	\$ 0.812696 /\$100
E.	Subtract D from C.....	\$ -0.062290 /\$100
64. Year 2 component.	Subtract the 2021 actual tax rate and the 2021 unused increment rate from the 2021 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 67).....	\$ 0.812696 /\$100
B.	Unused increment rate (Line 66).....	\$ 0.000000 /\$100
C.	Subtract B from A.....	\$ 0.812696 /\$100
D.	Adopted Tax Rate.....	\$ 0.812696 /\$100
E.	Subtract D from C.....	\$ 0.000000 /\$100
65. Year 1 component.	Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate.	
A.	Voter-approval tax rate (Line 65).....	\$ 0.751419 /\$100
B.	Unused increment rate (Line 64).....	\$ 0.000000 /\$100
C.	Subtract B from A.....	\$ 0.751419 /\$100
D.	Adopted Tax Rate.....	\$ 0.751419 /\$100
E.	Subtract D from C.....	\$ 0.000000 /\$100
66. 2023 unused increment rate.	Add Lines 63E, 64E and 65E.	\$ 0.000000 /\$100
67. Total 2023 voter-approval tax rate, including the unused increment rate.	Add Line 66 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	\$ 0.757217 /\$100

³⁹ Tex. Tax Code §26.013(a)

⁴⁰ Tex. Tax Code §26.013(c)

⁴¹ Tex. Tax Code §26.0501(a) and (c)

⁴² Tex. Local Gov't Code §120.007(d), effective Jan. 1, 2022

⁴³ Tex. Tax Code §26.063(a)(1)

⁴⁴ Tex. Tax Code §26.012(8-a)

⁴⁵ Tex. Tax Code §26.063(a)(1)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁴⁴

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁴⁵

Line	De Minimis Rate Worksheet	Amount/Rate
68.	Adjusted 2023 NNR M&O tax rate. Enter the rate from Line 39 of the <i>Voter-Approval Tax Rate Worksheet</i>	\$ 0.531664 /\$100
69.	2023 total taxable value. Enter the amount on Line 21 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 623,717,969
70.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 69 and multiply by \$100.	\$ 0.080164 /\$100
71.	2023 debt rate. Enter the rate from Line 48 of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.200067 /\$100
72.	De minimis rate. Add Lines 68, 70 and 71.	\$ 0.811895 /\$100

SECTION 7: Voter Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁴⁶

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁴⁷

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
73.	2022 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.812696 /\$100
74.	Adjusted 2022 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2022 and the taxing unit calculated its 2022 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2022 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2022 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2022, complete the separate <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2022 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster. ⁴⁸ Enter the final adjusted 2022 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2022 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
75.	Increase in 2022 tax rate due to disaster. Subtract Line 74 from Line 73.	\$ 0.000000 /\$100
76.	Adjusted 2022 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 492,030,022
77.	Emergency revenue. Multiply Line 75 by Line 76 and divide by \$100.	\$ 0
78.	Adjusted 2023 taxable value. Enter the amount in Line 25 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 586,457,938
79.	Emergency revenue rate. Divide Line 77 by Line 78 and multiply by \$100. ⁴⁹	\$ 0.000000 /\$100

⁴⁶ Tex. Tax Code §26.042(b)

⁴⁷ Tex. Tax Code §26.042(f)

⁴⁸ Tex. Tax Code §26.042(c)

⁴⁹ Tex. Tax Code §26.042(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
80.	2023 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	\$ <u>0.757217</u> /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.682476 /\$100

As applicable, enter the 2023 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).

Indicate the line number used: 26

Voter-approval tax rate. \$ 0.757217 /\$100

As applicable, enter the 2023 voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).

Indicate the line number used: 58

De minimis rate. \$ 0.811895 /\$100

If applicable, enter the 2023 de minimis rate from Line 72.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁰

**print
here** ➡

Scott Porter

Printed Name of Taxing Unit Representative

**sign
here** ➡

Taxing Unit Representative

Date

⁵⁰ Tex. Tax Code §§26.04(c-2) and (d-2)