

**SPECIAL MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
SEPTEMBER 11, 2023
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Special Called Session on Monday, September 11, 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 AND COMMEMORATION OF 9/11 ANNIVERSARY

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT

This is an opportunity for citizens to address the convened board of this meeting on any matter. The presiding officer may ask for the citizen to hold his or her comment on an agenda item until that agenda item is reached. The convened board has no obligation to respond in any matter to comments or questions from the public. Any response from a member of the convened Board to comments related to items not on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future meeting.

INTRODUCTION OF NEW EMPLOYEES

CONSENT AGENDA

1. Consideration and action to approve the 2023-24 agreements with the Johnson County Emergency Services District. (Rodgers)
2. Consideration and action to approve an Amendment to the Communications System Agreement with Johnson County. (May)

NEW BUSINESS

3. Consideration and action to appoint members to the Building Code Board of Appeals. (French)
4. Public hearing, consideration and action to approve Ordinance 2023-0020 regarding the application of Robert and Ann Johnston for approval of a specific use permit in the Single Family Residential (SF-2) District for guest house use on 0.46 acres known as Lot 1R, Block A of the New Town Addition (aka Missouri Pacific Addition), addressed at 105 S. 5th Street. (French)
5. Public hearing, consideration and action to approve Ordinance 2023-0021 regarding the application of Auburn-Cal Associates, LP. For approval of a zoning

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change from Multi-family (MF) District with a portion having the Floodplain (FP) Overlay District to General Commercial (C-2) District on 2.15 acres known as Lot 2 of the Great Divide Addition, addressed at 101 N. Parkway Drive. (French)

6. Hold a public hearing to receive public input on the fiscal year 2024 annual budget beginning October 1, 2023, and ending September 30, 2024. (Cox, DeBuff)

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.

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

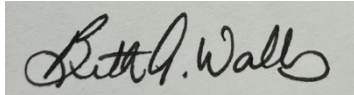
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The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on September 8, 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 within a light gray rectangular box.

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



**CONTRACT FOR PROVIDING FIRE
EXTINGUISHMENT AND EMERGENCY SERVICES
WITH A MUNICIPALITY**

**THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §**

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2023 by and between **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as “DISTRICT”, a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the “Act”, and the **CITY OF ALVARADO**, hereinafter called “Department”, duly organized and operating under the laws of the State of Texas;

Witnesseth:

WHEREAS, the DISTRICT is a duly organized emergency services district and a political subdivision of the State of Texas created for the protection of life and property and to provide emergency services, with the full authority to carry out the objects of its creation, and to that end is authorized to enter into and perform any and all necessary contracts;

WHEREAS, pursuant to Section 775.031 of the Act, the DISTRICT has the authority to enter into contracts with others, whereby fire fighting facilities and fire extinguishment and emergency services may be available to the DISTRICT, upon such terms as the governing body of the DISTRICT shall determine;

WHEREAS, the DISTRICT desires to secure fire extinguishment and emergency services for a specified area of Johnson County, Texas, hereinafter referred to as Service Area, to preserve the property located within the DISTRICT, and to preserve and to protect the public health, safety and welfare of the citizens within the DISTRICT;

WHEREAS, the DISTRICT has determined that it is in the best interests of the residents and property owners of the DISTRICT to enter into a contract for fire extinguishment and other emergency services with the DEPARTMENT which is capable of providing same at levels acceptable to the DISTRICT;

WHEREAS, the DEPARTMENT currently provides for extinguishment and emergency services and is willing to furnish such facilities and provide such services to the Service Area for the consideration hereinafter provided; and

WHEREAS, the DEPARTMENT represents and warrants that it is in full compliance with any and all DISTRICT policies, and local, federal, and state law applicable to its operations and existence as a political subdivision and an emergency service organization in the State of Texas and any other applicable law related to it:

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I **DEFINITIONS**

Section 1.01 Findings of Fact – The DISTRICT and DEPARTMENT find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions – The following terms shall have the respective meaning assigned to them in this **Article I** wherever they are used in this Contract.

ACT – Chapter 775, Texas Health and Safety Code, Section, as amended.

AUTOMATIC AID - Refers to pre-arranged outside assistance that responds on the first alarm to certain incidents that require minimum resources such as building fires. There is no special request for aid as it is automatic.

BREACH OF CONTRACT – Shall mean an act or circumstance by either party to this contract, which violates or results in the non-compliance with this Contract or any provision herein.

CONTRACT – This Contract and any and all amendments or supplements hereto.

CURRENT DISTRICT POLICIES – District policies in effect on the date the contract is signed by both parties, or current policies recommended by the Policy Development Committee of the DISTRICT.

DEPARTMENT –**THE FIRE DEPARTMENT** of the **CITY OF ALVARADO** is duly organized and existing under the laws of the United States and the State of Texas, and in full compliance at all times with same.

DISTRICT – **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, A political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act.

EMERGENCY – A circumstance of urgent necessity requiring the immediate action of a party in order to protect health, safety and welfare or property of the general public and commercial interests within the Service Area and outside or subject to mutual aid upon call of another municipality, fire department, emergency medical service or 911 network.

EMERGENCY SERVICES – As a minimum, those activities which are required for and related to the control and extinguishment of fires; and to those activities required for and related to providing service as a “First Responder Organization” as defined by Chapter 773, Texas Health and Safety Code or other applicable law, rule or regulation; other requests for assistance as dispatched by the DISTRICT from time-to-time, or standing by at a designated location, or on apparatus, or nearby in a state of readiness to perform these activities. This shall **not** be construed to in any way limit the ability of the DEPARTMENT to provide specialized services in addition to those required above.

FACILITIES – The fire fighting facilities and emergency equipment reasonably required to provide the fire extinguishment and emergency services to be rendered by the DEPARTMENT pursuant to this Contract.

MUTUAL AID - Generally referred to as an agreement between two or more departments to respond to formal requests for assistance under specific conditions. An on scene or responding primary department calls for assistance that has not been pre- arranged to be automatically dispatched on the initial assignment.

SERVICE AREA - The geographic boundaries of the DEPARTMENT as assigned by the DISTRICT and as such boundaries exist at present or may hereafter be amended. Compensation may be adjusted accordingly for any amended boundaries with negotiations between the DEPARTMENT and the DISTRICT to be based on the current formula. For purpose of reference, the current boundaries of the DEPARTMENT are described in Appendix “A,” attached hereto and incorporated herein for all purposes. The DISTRICT shall provide an up-to-date map of the DISTRICT and the DEPARTMENT’S Service Area with individual boxes to allow expedited response to emergencies.

Section 1.03 Construction of Terms. If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II **REPRESENTATIONS AND WARRANTIES**

Section 2.01 District’s Representations – The DISTRICT represents that:

1. The DISTRICT is a duly constituted political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act and has the authority to enter into this Contract and the transactions contemplated hereby and to carry out its obligations hereunder.

2. The DISTRICT is not in default under or in violation of the Constitution and/or laws of the State of Texas relevant to the consummation of the transactions contemplated by this contract and has authorized the execution and delivery of this Contract.

Section 2.02 Department's Representation and Warranties – The DEPARTMENT hereby makes the following representations and warranties as the basis for the undertakings on the part of the DEPARTMENT herein contained:

1. The DEPARTMENT, through the City, is validly existing and in good standing, and shall at all times remain so during the term of this Contract.
2. The DEPARTMENT, through the City, has full power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.
3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the DEPARTMENT is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the DEPARTMENT.
4. The DEPARTMENT shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes the DEPARTMENT'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by the DEPARTMENT or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between the DEPARTMENT and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by the DEPARTMENT. The DEPARTMENT shall be required to respond to a minimum of 80% of the calls for assistance that it is dispatched to. A response shall be defined as notification made to dispatch by the department via radio, that personnel are enroute to the emergency with the appropriate equipment and apparatus within twelve minutes of "tone-out". If during any one-month time period, the DEPARTMENT is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with the DEPARTMENT Fire Chief or representative and make recommendations to improve response capabilities. Beginning with the second month and for each additional month that the DEPARTMENT fails to respond to more than 20% of the calls for assistance in their jurisdiction, the DEPARTMENT's monthly payment amount shall be divided by the total number of calls dispatched for that month and

payment made to the department(s) that were the primary responder on each call. Failure to meet the minimum response requirements for three (3) months of the contract period may result in termination of the Contract.

5. The DEPARTMENT warrants and represents that it shall comply faithfully with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to the DEPARTMENT and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted DEPARTMENT and DISTRICT policies currently in effect.
6. The DEPARTMENT shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman's and Fire Marshal's Association testing and skills verifications.
7. The DEPARTMENT shall ensure that personnel have the following minimum training.

All personnel entering into IDLH atmosphere must have Live Fire Prerequisites (or equivalent) Certification or greater, SCBA Part B and Live Burn Class taught by ESD personnel, personnel certified by the ESD, or other certified TCFP training facility; Personnel that already have NFPA FF 1 certifications or greater are not required to attend the SCBA Part B and Live Burn class taught by the ESD but it is recommended.

8. The DEPARTMENT shall ensure that personnel responding to Emergency Medical calls have the following Certifications/License

Shall have current State and or National registry certifications for ECA/EMR or EMT or EMT-Advanced or EMT-Paramedic or EMT-Licensed EMT-Paramedic
Shall have current CPR certification.
Shall have completed and passed current Medical Protocol Test and Skills Proficiency Test.

Proctors for testing shall be authorized by Medical Director.

All members shall adhere to the current DISTRICT Medical Director's emergency medical protocols.

*All personnel at the scene of an incident who are not qualified under part 7 above (ride-outs, observers, cadets, etc.) and Probationary Firefighters shall be clearly identified with distinctive, vests, helmets, or other methods

9. The DEPARTMENT warrants that the Fire Chief and Assistant Chief have the following certifications:

Head of Department (TCFP) or

Firefighter I Certification (TCFP or SFFMA) and
ICS – 100
IS – 700

10. The DEPARTMENT shall insure that at least 90% of all personnel participating in emergency operations have completed a minimum of 20 hours of training approved by the ESD, SFFMA, or a State, or Federal agency, for the previous 12-month period beginning August 1 of the previous contract year and ending July 31st of the contract year.

Section 2.03 Joint Representations – No member of the DISTRICT or DEPARTMENT has any significant or conflicting interests, financial, employment or otherwise in the transactions contemplated hereby, other than as a resident or property owner of the DISTRICT, which has not been brought to the attention of all parties concerned. No member of the DEPARTMENT shall be an interested party or a party which benefits from any conduct of business by the DEPARTMENT or the DISTRICT which would present a conflict under the Texas nepotism laws or other state laws regarding competitive bidding or conflicts of interests. Should any member of the DEPARTMENT or any other responsible person believe a party or person governed by the Contract is violating this provision; the person with such belief shall have a right to require that the matter be discussed with the opposing party at an open meeting of the DISTRICT.

ARTICLE III
SERVICES TO BE PROVIDED

Section 3.01 General – During the term of this Contract, the DEPARTMENT agrees to provide Emergency Services to the Service Area on a 24 hour per day basis seven days a week.

Section 3.02 Non-Exclusive Agreement – The DEPARTMENT hereby acknowledges and agrees that its primary responsibilities are to its assigned Service Area. However, in order to ensure to the greatest extent practical that there will be sufficient facilities and emergency resources available to the DISTRICT, the parties acknowledge that the DEPARTMENT may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 3.03 Approvals and Permits – The DEPARTMENT agrees to obtain all necessary licenses, permits, certifications and approvals, as the case may be, that are necessary from any governmental bodies or agencies having jurisdiction in connection therewith for the provision of Emergency Services to the Service Area as called for by this Contract or otherwise required by law. It is the DEPARTMENT'S sole responsibility to renew and maintain its status as a "First Responder Organization" as defined by Chapter 773, Texas Health and Safety Code. The DEPARTMENT'S failure to obtain and/or maintain said licenses will result in withholding of all payments by the DISTRICT to the DEPARTMENT until the problem is corrected as certified by the DISTRICT, or the

DISTRICT may, at its sole discretion, terminate this Contract.

Section 3.04 Maintenance and Operation – The parties hereto agree that during the term of this Contract, the DISTRICT shall have **no** responsibility or liabilities whatsoever for operating, maintaining, repairing and ensuring any facilities by which Emergency Services are provided by the DEPARTMENT. Such responsibilities belong **solely** to the DEPARTMENT.

Section 3.05 Compliance with Governmental Requirements – The DEPARTMENT shall at all times conduct its activities in accordance with all current applicable statutes, laws, rules, and regulations and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body or other entity with jurisdiction over the DEPARTMENT.

Section 3.06 Liaison – The City Manager or his/her duly authorized Fire representative, shall be the liaison with the DISTRICT.

Section 3.07 Independent Contractors: Personnel of Department – Notwithstanding anything in this Contract which may be construed to the contrary, the DEPARTMENT and all of its personnel, employees, members, volunteers, or agents shall at all times be independent contractors and not employees, volunteers, members, agents, or representatives of the DISTRICT. The DEPARTMENT and its personnel shall at all times have the right to control the details of their work. By entering into this Contract, the DISTRICT and DEPARTMENT do not waive, nor shall it be deemed to waive, any rights, defenses, or immunities either may have under any applicable federal or state statute, law, rule or regulation. Specifically citing Texas Government Code Section 791.006 (a-1), the parties agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing first response EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Contract, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Contract is the responsibility of the individual party performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The parties agree that the assignment of liability described in this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

Section 3.08 Automatic Aid – The DEPARTMENT agrees to respond to emergency incidents in other jurisdictions as dispatched to ensure that essential personnel and/or equipment shall be available. The DEPARTMENT further agrees to receive aid from other jurisdictions to ensure that adequate personnel and resources respond quickly to emergencies.

Section 3.09 ISO Rating – In order to accomplish a County-wide ISO rating improvement, the DEPARTMENT agrees that all of its apparatus are equipped in accordance with the latest adopted version of NFPA 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961

- Test its full complement of ground ladders in accordance with NFPA 1932
- Test the pumps of its Class A Engines in accordance with NFPA 1911

ARTICLE IV

INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance – The DEPARTMENT or City thereof agrees to insure all its facilities and properties reasonably required to provide Emergency Services hereunder, against loss or damage of kinds usually insured against by entities similarly situated. The insurance will be provided through the Texas Municipal League Risk Pool or with one or more reputable insurance companies in the minimum amount required by Texas Law for death, and bodily injury or property damage.

1. The DEPARTMENT agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.
2. The DEPARTMENT agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a Texas Non-Profit Corporation or an emergency services organization.
3. Each insurance policy provided for in this Contract shall be in the name of the DEPARTMENT or City as the named insured and the DISTRICT as an additional insured.
4. If said insurance is not provided the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract.

Section 4.02 Workers' Compensation Coverage – The DEPARTMENT shall maintain workers' compensation coverage for its employees, officers and volunteers related to or arising from the DEPARTMENT'S performance under this contract. The DEPARTMENT recognizes that the DISTRICT has no responsibility to furnish this coverage and DEPARTMENT waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage. If said insurance is not provided, the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract without recourse.

Section 4.03 Indemnification – To the fullest extent allowed by law, The DEPARTMENT shall indemnify and hold the DISTRICT, as well as its commissioners, officials, agents, volunteers, representatives, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or

indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DEPARTMENT or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Contract, except where the DISTRICT is concurrently negligent or has committed concurrent intentional acts or omissions. The DISTRICT shall indemnify and hold the DEPARTMENT, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DISTRICT or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the DEPARTMENT is concurrently negligent or has committed concurrent intentional acts or omissions. It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or DEPARTMENT waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. The DEPARTMENT or DISTRICT shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the DISTRICT and DEPARTMENT agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual DEPARTMENT or DISTRICT performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The DEPARTMENT and DISTRICT agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

ARTICLE V
PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District –

1. Payment for Services – The length of this Contract will be from October 1, 2023 through September 30, 2024. After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate the DEPARTMENT for the services provided by the DEPARTMENT in the amount of \$ 343,593.75 will be payable in twelve (12) monthly installments of \$ 28,632.81 on or before the 25th of each month. All funds to be provided hereunder shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if the DEPARTMENT is in breach of this Contract and reserves its right of non- appropriation.
2. The DEPARTMENT may be eligible to receive additional funding through the District's Incentive Program (Appendix B). Any additional funding shall be paid in addition to the payment provided pursuant to subsection (1) above. The payments required in subsection (1) shall not be affected if the DEPARTMENT receives additional funding pursuant to this subsection (2).
3. Advance Funding – As unbudgeted or emergency needs arise; the DEPARTMENT may submit a proposal in writing to the DISTRICT for advance funding. The proposal shall itemize the proposed expenses, but final approval of the proposal shall be decided by the DISTRICT on the basis of need and available funds.
4. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the DEPARTMENT are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the DEPARTMENT, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the DEPARTMENT shall remain the sole property of the DEPARTMENT unless District funds are used to purchase, lease or otherwise acquire real or personal property. The parties further agree that the DISTRICT does not have any ownership interest in the real and personal property of the DEPARTMENT, except for that real or personal property purchased with DISTRICT Funds. The DISTRICT payments under this Agreement do not create an ownership interest in the real and personal property of the DEPARTMENT, unless such DISTRICT Funds are used in contravention of this provision and applicable law, and DISTRICT Funds are used to purchase such real or personal property.

5.02 **Radio User Fees** the DISTRICT will pay radio user fees for up to twenty-four ((24)) radios for the DEPARTMENT. Any user fees above twenty-four ((24)) for the DEPARTMENT shall be solely the responsibility of the DEPARTMENT. Payment of radio use fees in excess of twenty-four ((24)) per DEPARTMENT will be in reduction of the DISTRICT'S contractual payments hereunder for Emergency Services provided by the DEPARTMENT, unless otherwise paid for by the DEPARTMENT with proof of payment submitted by the DEPARTMENT to the DISTRICT. The 2023-24 radio user fee is set at \$16.64 per radio per month, or \$199.68 annually, and any other fees or amounts will be borne by the DEPARTMENT as set follows: for twenty-four (24) radios or less, the DISTRICT pays the radio user fees, and for each additional radio, DEPARTMENT shall pay \$199.68 per radio per year as set forth herein.

ARTICLE VI

ASSIGNMENT AND MODIFICATION

This Contract shall not be assignable by the parties, in whole or in part without obtaining the prior **written** consent of the other party. Further, this Contract may be modified only upon the prior **written** consent of the parties. Notwithstanding the foregoing, in the event that any city that has any area within its corporate or extra territorial jurisdiction included within the DISTRICT'S territory, notifies the DISTRICT of the exclusion of an area from the DISTRICT'S territory, pursuant to the Act, and if such event causes a change in the Service Area, or scope of Emergency Services to be rendered hereunder, the parties agree that the Contract shall be amended so that the payments may be adjusted accordingly. The DISTRICT reserves the right to terminate this Contract as provided herein. With written approval of the DEPARTMENT, The DISTRICT may reduce, expand, modify, or otherwise change the Service Area of the DEPARTMENT as may be necessary for the protection of its citizens.

ARTICLE VII

MISCELLANEOUS

Section 7.01 Compliance with Applicable Regulations – The DEPARTMENT shall observe and comply, where applicable, with all Federal, State, County, DISTRICT, and City laws, rules, ordinances, regulations, and policies in any manner affecting the conduct and provision of the Emergency Services herein provided and the performance of all obligations undertaken by the DEPARTMENT under this Contract.

Section 7.02 Inspection of Equipment - The District or its agent has the right to inspect the equipment and/or pertinent records of the DEPARTMENT. The parties acknowledge that the nature of the DEPARTMENT'S equipment and/or record keeping determines the consideration paid under this Agreement. In the event that the proper records are not available, the procedures or penalties stated in the corresponding portions of this contract will be followed. In the event that the inspection reveals that the equipment is not in operating condition the DEPARTMENT will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition during the re-inspection, all payments by the DISTRICT to the DEPARTMENT may cease until the issue is corrected as certified by the DISTRICT, or the DISTRICT may, at its sole discretion, terminate this Contract.

Section 7.02 A. Out of Service Apparatus and Equipment – The DEPARTMENT shall notify Fire Dispatch when an apparatus or special equipment is out of service for more than twenty-four (24) hours. Fire Dispatch will then notify the Executive Director for the ESD. When the apparatus or special equipment is put back in service the DEPARTMENT will notify Fire Dispatch.

Section 7.03 Reports and Other Information –

1. The DISTRICT shall purchase one license for the current electronic Record Management System (RMS) software for each DEPARTMENT.
2. The DEPARTMENT shall maintain accurate, up to date records in RMS for personnel, apparatus, training, and incidents.
3. The DEPARTMENT shall complete a basic incident report in RMS within 3 days of the completion of each of the DEPARTMENT's emergency responses. Reports shall be a complete, thorough, accurate description of actions taken by the Department's personnel and shall include an appropriate narrative(s) section.
4. By the tenth of each month, the DEPARTMENT shall submit to TxFIRS via the RMS, the previous month's incident reports.
5. All Training activities of the DEPARTMENT must be entered into RMS by the end of the month the activity occurred.
6. The DEPARTMENT must provide the DISTRICT access to its Incident Report, personnel rosters, and Training modules for the purpose of running statistical reports, quality control checks and qualification for any incentives and/or other such functions as determined by the DISTRICT. If access by the DISTRICT is denied or the proper records are not entered on time all payments made by the DISTRICT to the DEPARTMENT shall cease until proper reports are entered, or the DISTRICT may, at its discretion, terminate the Contract under the terms of section 7.07.
7. The DEPARTMENT shall submit to the DISTRICT, upon request, the contracting cities most recently completed audit for fiscal year. The DISTRICT agrees to send an email verifying the receipt of the report.

Section 7.04 Badge Identification – Each DEPARTMENT shall insure that each of its members has a current identification card approved by the DISTRICT. Each member of the DEPARTMENT is required to have in their possession the DEPARTMENT identification card anytime they are performing their duties for their DEPARTMENT. The card is to be used for identification and verification of training levels for each individual. Upon request from a citizen, Incident Commander (or his/her designee), or Medical Director (or his/her designee), or DISTRICT representative, the individual shall produce the ID card for verification. Each DEPARTMENT is responsible to make arrangements to have new member's cards made, lost cards replaced, and return cards of members that are no longer with the DEPARTMENT.

Section 7.05 Term of Contract – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2023 and ending at 12:00 midnight on September 30, 2024. It is understood by the DEPARTMENT and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2024.

Section 7.06 Termination of Contract by Mutual Agreement – This Contract may be terminated before the end of its term by mutual written agreement, by non-appropriation or non-payment of funds by the DISTRICT, or as otherwise allowed hereunder. Either party may elect to terminate this Contract for any reason or no reason. If either party elects to terminate this agreement, a 30-day written notice must be submitted to the other party for the notification of the intent to terminate said agreement. A 30-day written notice of non-renewal is also required prior to September 30 of contract year if either party seeks non-renewal of the Contract. If the Contract is terminated for any reason by either party, the DEPARTMENT understands that it will no longer receive compensation for services that are no longer provided under contractual obligation. Notwithstanding anything to the contrary herein, the DEPARTMENT shall receive compensation for all services provided. By way of example only, if the Contract is terminated six months into the term by either party, the DEPARTMENT shall be paid for each of the six months that the DEPARTMENT provided services for in accordance with the monthly installments as provided in Section 5.01 of this Contract.

Section 7.07 Termination of Contract for Breach – This Contract may be terminated by either party due to the other party committing a “Breach of Contract” as the same is defined in Section 1.02 herein which remains uncured for 30 days following written notice as provided herein. Termination under this section will require formal notice from the non-breaching party in the manner provided in Section 7.08 hereof. The notice shall state clearly the reason for the party claiming Breach of Contract, the ground therefore with specific reference to the section and language in the Contract allegedly breached, and the method or circumstance which will, in the reasonable opinion of the non-breaching party, (a) provide cure of the breach, or (b) show to the satisfaction of the non-breaching party that no breach has occurred.

In the event that the Party alleged to have breached the Contract fails to reasonably satisfy the non-breaching Party that no “Breach of Contract” has occurred or that a cure of such Breach of Contract has been reasonable accomplished, the Party claiming the breach shall provide to the other Party written notice of termination of the Contract in the manner provided in Section 7.08 hereof.

If the Parties shall remain in dispute as to the reasonableness of the grounds asserted as an alleged Breach of Contract or the reasonableness of the cure thereof, the issue of whether the Contract was breached may be determined by mediation, with the selection of a mediator being mutually agreed upon by the DISTRICT and the DEPARTMENT.

Section 7.08 Rights on Termination – To the extent permitted by law, upon termination of the Contract, all rights and obligations of the Parties accruing prior to the date of termination shall remain in full force and effect, including without limitation the distribution of Payments by the DISTRICT, as provided by Article V hereof, pro rata to the date of termination, subject to appropriation by the DISTRICT.

Section 7.09 Notices – All notices, certificates, or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail, or sent by proven facsimile or by e-mail or in the case of notice of breach of contract, by certified mail, return receipt requested, addressed as follows:

If to the **DISTRICT**:

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO.1
2451 Service Dr.
Cleburne, TX 76033

If to the **DEPARTMENT**:

CITY OF ALVARADO FIRE DEPARTMENT
104 W. COLLEGE
ALVARADO, TX 76009

The DISTRICT or the DEPARTMENT may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.10 Binding Effect – This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and the DEPARTMENT, and their respective successors and assigns.

Section 7.11 Severability – In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.12 Execution and Counterpart – This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

Section 7.13 Captions – The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.14 Status of Parties Relationship – Nothing in this Contract shall be construed to make either party the partner or joint venture of or with the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the DEPARTMENT is an independent contractor with the right to supervise, manage, control and direct the performance of Emergency Services in accordance with DISTRICT, state and federal statutes, laws, rules, policies and regulations. By entering into this Contract, the DISTRICT and the DEPARTMENT do not waive, nor shall either be deemed to waive any rights, defenses, or immunities it may have under any applicable federal or state statute, law, rule, or regulation. Any rights that the DEPARTMENT or DISTRICT may have under this Contract may not be assigned without the express written permission of the other party.

Section 7.15 Governing Law – The validity, interpretation of the provisions of this Contract shall be governed by the laws of the State of Texas. Pursuant to Chapter 791, Texas Government Code, and other applicable law, any funds required hereunder to be

expended by either party shall be from current revenues.

Section 7.16 Enforcement – In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver of any breach or default of any provision of this Contract shall be deemed a waiver of any subsequent waiver or default. This Contract is executed in Johnson County, Texas, and venue over any action relating to any provision of this Contract shall be exclusively in Johnson County, Texas. This Agreement shall be governed by the laws of the State of Texas. If the DISTRICT or DEPARTMENT is a prevailing party in any litigation or other action brought under this Contract or otherwise, the prevailing party shall be entitled to recover all costs of court and expenses, including reasonable attorney's fees, incurred therein. In addition to any remedies the DISTRICT may have at law or in equity or its right of non-appropriation, if the DEPARTMENT is in breach or violation of any provision of this Contract or any federal, state, local, or DISTRICT statute, law, rule, regulation, policy, or procedure, the DISTRICT may, without limiting its remedies, terminate this agreement, withhold funds from the DEPARTMENT, or take any other reasonable action the DISTRICT deems appropriate under the circumstances then existing.

Section 7.17 Force Majeure – To the extent that any party to this Contract shall be wholly or partially prevented from the performance within the period specified of any obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.

Section 7.18 Defined Terms – The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.

Section 7.19 Communications – The main form of daily communications between the DISTRICT and the DEPARTMENT shall be via e-mail. It is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ day of _____, 2023.

JOHNSON COUNTY EMERGENCY SERVICES DISTRICT #1
2451 Service Drive
Cleburne, TX 76033

By: _____
Gerald Miller, President

Sworn and subscribed to me this _____ Day of _____, 2023.

SEAL

Notary Public, State of Texas

ATTEST:

BY: _____
Phil Williams, Secretary

Sworn and subscribed to me this _____ Day of _____, 2023.

Notary Public, State of Texas

SEAL

Contract Affidavit

In witness thereof, the DISTRICT and the DEPARTMENT or CITY thereof have caused this Contract to be executed in their respective names and attested by the duly authorized officers, all effective as of the date first move written.

Signed this _____ Day of _____, 2023.

CITY OF ALVARADO FIRE DEPARTMENT
104 W. COLLEGE
ALVARADO, TX 76009

BY: _____
Mayor or other Authorized Representative

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2023.

Notary Public, State of Texas

SEAL

ATTEST:

BY: _____
City Secretary

Printed Name

Sworn and subscribed to me this _____ Day of _____, 2023.

Notary Public, State of Texas

SEAL



Johnson County ESD No.1

2451 Service Drive
Cleburne, Texas 76033

APPENDIX B

FY2023-2024 Incentives Available To Service Providers that make 40 or more calls for prior contracted year.

All Incentive Programs are dependent on available funding and may be modified or discontinued by the Board at any time.

Emergency Repairs, Fire and EMS Training shall be part of Sales and Use Tax budget for FY 2023-2024

Service Provider Incentives - NON – MUNICIPALITY ONLY

Monthly Incentive Allotment to be determined with FY 2023-2024 Budget.

The Service Incentive is a mechanism to encourage and motivate a higher level of call response. As JCESD service providers, many fire departments have difficulty covering 100% of their call-load on a 24/7 consistent basis. This Incentive will provide additional funds to the contracting departments that achieve a certain percentage of their call-load. Incentive will be on a MONTHLY basis. Incentive will start over each MONTH.

Contractual Did Not Respond (CDNR) – in accordance with JCESD – SOP 504.0 - For Incentive purposes, a monthly average response time must be LESS than Six (6) minutes

MONTHLY Payment – Based on contracted Fire Department’s response percentage for that month.

100% = 100%

99% = 99%

98% = 98%

97% = 97%

96% = 96%

95% = 95%

Etc.... to 80%, below 80% will result in zero incentive pay for month.

Incentive payments earned will be included with the contract payment immediately following. October 2023 payment will be from September 2023 run information.

DNR’s will follow Johnson County ESD # 1 policy 504.0 – DNR

Non-Municipality Volunteer Retention Program – Personnel

- Departments shall receive monthly funding to support staffing of personnel at Department discretion.
- Departments shall meet guidelines and requirements set forth by JCESD No. 1.
- ESD shall perform quarterly audits.

Municipality Firefighter Allotment – \$65,000.00 per Firefighter, Maximum of 4 Personnel

- Years 1 and 2 – Municipality responsible for 25%
 - ESD responsible for 75%
- Year 3 - Municipality responsible for 65%
 - ESD responsible for 35%
- Year 4 - Municipality responsible for 100%
- Municipalities shall employee each position(s) for Fiscal years 2023-2024 and 2024-2025.
- Municipalities shall notify Johnson County ESD No. 1, no later than September 1, 2025 on Fiscal year 2025-2026 acceptance of firefighter(s).
- Municipality allotment will be disbursed annually, no later than October 25th of each year.
- Municipalities shall be responsible for ALL aspects of Hiring, Employment, PPE and Uniforms.

ISO Testing Reimbursement

The ESD will reimburse Contracted Fire departments for ISO Annual testing of Pumps, Hose and Ladders a maximum of \$3,000.00 per Fire department. Within 60 days, a copy of invoice and proof of payment will be required for reimbursement from JCESD. Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2024.



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

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

August 16, 2023

Please find enclosed 2 copies of the Amendment to Communications System Agreement Effective October 1, 2023 which was approved by the Johnson County Commissioners Court on August 14, 2023. Please present the Agreements at your next Council or Board meeting for approval.

Return both signed Agreements to Johnson County at the address listed above as soon as possible so the Commissioners Court may approve the Agreements. 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

Office Administrator
County Judge's Office

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

**AMENDMENT TO
COMMUNICATIONS SYSTEM AGREEMENT
EFFECTIVE OCTOBER 1, 2023**

This Amendment to Communications System Agreement Effective October 1, 2023 (the "Amendment") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Alvarado ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the "Agreement") between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

WHEREAS, Paragraph 14, Applicable Fees, of Exhibit A to the Agreement provides that effective October 1 of each year as long as the Agreement is in effect, USER shall pay the County an Annual Subscriber Unit Fee in a specific amount per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing. Invoicing will occur when new Radio IDs are issued on a pro-rata basis, and thereafter, at the beginning of each County fiscal year (which is October 1). Further, at the beginning of each fiscal year of the Agreement, the County may increase the Annual Subscriber Unit Fee to offset any actual increased costs incurred by the County in the operation and maintenance of the System. There will be no refunds or credits for radios removed from service during the fiscal year; and

WHEREAS, County has determined that the Annual Subscriber Unit Fee needs to be increased to offset increases by County in the operation and management of the System.

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2023 USER shall pay the County an Annual Subscriber Unit Fee in the amount of \$27.89 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By: _____
Christopher Boedeker, County Judge

Date: _____

Attest:

April Long, County Clerk

Date: _____

USER:

By: _____
Printed Name: _____
Title: _____

Date: _____

Attest:

By: _____
Printed Name: _____
City Secretary

Date: _____



City Council Meeting Management Report

Meeting Date: September 11, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Nominations and actions appointing members to the Building Code Board of Appeals (BCBOA).

BACKGROUND & FINDINGS:

Based on tenured City personnel, the City Council has acted as the Building Code Board of Appeals for past hearings on appeals to the application of building codes by the Building Official but no record of Council action appointing themselves as this appeals board has been located.

Per 2021 ICC series of codes adopted by City Council, to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of these codes, there shall be created a board of appeals. The BCBOA shall be appointed by the governing body and shall meet as needed. The BCBOA shall consist of members who are qualified by experience and training to pass judgment on matters pertaining to building construction and are not employees of the City.

Below is a list of individuals with credentials and construction experience that have expressed interest in serving on the BCBOA.

1. Charlie Mitchel (Licensed Plumber)
2. Chase Mitchel (Licensed Plumber)
3. Mark Sessums (Licensed Plumber)
4. Mark Wagner (Licensed Mechanical Contractor)
5. Dwayne Wink (Licensed Plumber)
6. David Pilcher (Licensed Electrician)
7. T. Romero (Licensed Plumber)

FINANCIAL IMPACT:

None

RECOMMENDATION:

None

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

None



City Council Meeting Management Report

Meeting Date: September 11, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action on the application of Robert and Ann Johnston for approval of a specific use permit in the Single Family Residential (SF-2) District for *guest house* use on 0.46 acres known as Lot 1R, Block A of the New Town Addition (aka Missouri Pacific Addition), addressed at 105 S. 5th Street.

BACKGROUND & FINDINGS:

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential, which is generally single-family-detached homes at approximately four dwelling units per acre. Though guest houses are not directly mentioned in the Plan, the proposed use is consistent with the targeted density in the Comprehensive Plan.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On September 5, 2023, the Planning and Zoning Commission recommended Council approve the requested specific use permit by a vote of 4-0.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Applicant's Exhibits
Location Map
Zoning Map
SF-2 District Quick Reference
Property Owner Notice List
Notices
Drafted Ordinance 2023-0020

CITY OF ALVARADO

APPLICATION FOR A SPECIFIC USE PERMIT

DATE: 7/14/2023 CLERK: Pray FEE: 250⁰⁰ CASE NO: 2023-0549
NAME OF APPLICANT: Robert & Ann Johnston PH: (817) 319-6555
MAILING ADDRESS: 105 S. 5th Street Alvarado, TX 76009
APPLICANT IS THE: OWNER / LEASER / PURCHASER OF THE PROPERTY.
circle one
NAME OF OWNER: Robert & Ann Johnston PH: (817) 319-6555
MAILING ADDRESS: 105 S. 5th Street Alvarado, TX 76009
STREET ADDRESS OF PROPERTY: 105 S. 5th Street ACREAGE: 0.457
LEGAL DESCRIPTION: Lot 5R, Block A, Missouri - Pacific Addition
PRESENT ZONE OF PROPERTY: Single Family PRESENT USE: Single Family Dwelling
REASON FOR NEEDING A SPECIFIC USE PERMIT: METAL Building
Guest house 872 sq. ft. (32'x36')
USAGE OF ADJACENT PROPERTY NORTH: VACANT Lot / Austin Street
SOUTH: Residential, Across S. SPARKS St.
EAST: Gilbreath Residence (800 S. SPARKS St.)
WEST: JOHNSTON (Tommy/Dennis) (100 S. 5th St.)

PLEASE ATTACH REQUIRED SITE PLAN FOR APPLICATION CONSIDERATION.

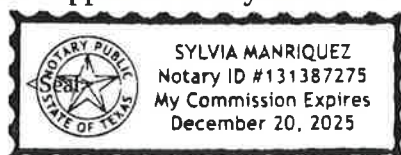
NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property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

APPLICANT'S SIGNATURE [Signature]

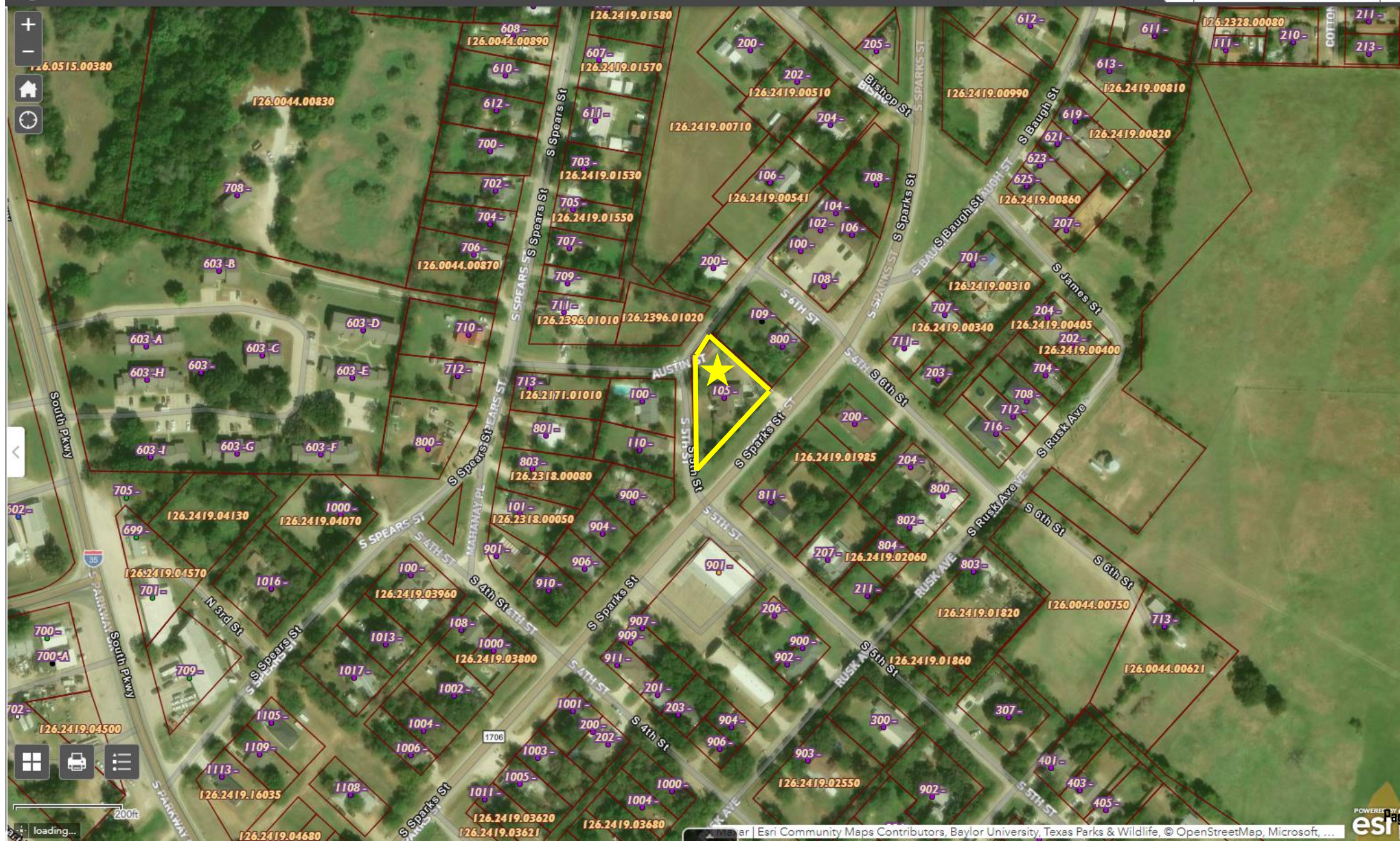
The undersigned hereby, on oath, states that he or she is the record owner of the property for which this application is made.

OWNER: [Signature]

SWORN TO AND SUBSCRIBED before me this 14 day of June, 2023, by the person whose signature appears directly above.



[Signature]
Notary Public in and for The State of Texas.
My Commission expires Dec. 20, 2025



loading... 200ft

SF-2

MF

TF

TF

M1

2



Sec. 42-22. SF-2 single-family residential district.

- (a) *Purpose.* The SF-2 district is not as restrictive as the "SF-1" district. This district is to be applied in areas where smaller residential lots are appropriate and in areas of transition between nonresidential uses and the SF-1 single-family residential district. This district also functions as a buffer or transition between major streets and the SF-1 district.
- (b) *Permitted uses and parking regulations.* In the SF-2 single-family residential district, no building or land shall be used and no building shall be hereafter erected, placed, reconstructed, altered or enlarged, unless otherwise provided in this chapter, except for the following uses:

USE	PARKING REGULATIONS
Accessory building to main use	0 spaces
Carport	0 spaces
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
Electrical transmission line	0 spaces
Greenhouse or plant nursery, noncommercial	1 space per employee
Home occupation	0 spaces
Local utility distribution lines	0 spaces
Park, playground or recreation center (public or private)	1 space per acre plus additional parking per facility constructed as herein provided
Private open space as a part of a planned residential development	0 spaces required
Railroad track and right-of-way	1 space per employee
Retirement housing	1 space for each 6 beds per unit
Sewage pumping station	0 spaces
Single-family dwelling, detached	2 enclosed spaces per unit, must be attached to the main structure
Swimming pool, private	1 space for each 100 square feet of gross water surface and deck area
Telephone line	0 spaces
Transit station or turnaround	1 space per intended user
Water pumping station or well	0 spaces

- (c) *Development requirements.*

Minimum lot area:	6,000 square feet ¹
Minimum lot width:	50 linear feet
Minimum lot depth:	120 linear feet
Minimum front yard:	25/35 linear feet ²
Minimum side yard:	8/10/15 linear feet ³
Minimum rear yard:	25 linear feet ⁴
Maximum ground coverage:	45/55 ⁵
Maximum density per acre:	6.00 DU

Height:	35 linear feet
---------	----------------

¹ A lot of less than 6,000 square feet may be used for a single family residence if it was an official lot of record at the time of adoption of this chapter. No lot existing at the time of passage of this chapter shall be reduced in area below the minimum requirements set forth in this district.

² 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.

³ The first number in the column is the required setback for a side yard not abutting a street; the second number is the required setback for a side yard abutting a residential street; the third number is the required setback for a side yard abutting a collector or major street.

⁴ A one-story wing or extension may be built to within 15 feet of the rear lot line.

⁵ The first number in the column refers to coverage by primary buildings; the second number refers to coverage by all buildings.

(d) *Specific uses.* The following specific uses are allowed in the SF-2 district when authorized under the provisions of section 42-45:

USE	PARKING REGULATIONS
Assisted living facility	1 space per employee, plus 1 space for each 6 beds
Boarding home facility	1 space per employee, plus 1 space for each 6 beds
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Child care center	1 space per ten pupils/clients (design capacity)
Church, rectory, place of worship	1 space for every 4 seats in the main auditorium
College or university	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Community center, public or private	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Community home	1 space per employee, plus 1 space for each 6 beds
Country club (private)	1 space for each 250 square feet of gross floor area or for every 5 members, whichever is greater
Electrical substation	1 space per employee
Farm, ranch, or orchard	1 space per employee
Gas metering station	1 space per employee
Golf course	Minimum of 30 spaces
Guest house	1 space per unit
Hospital (chronic care); long term health care facility	1 space for each 2 beds
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
Nursery school, kindergarten	1 space per 10 pupils/clients (design capacity)
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	1 space per employee
Radio, TV or microwave operation, amateur. (See further regulations in section 42-55(i))	1 space per employee
Registered family home	1 space per employee
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
Servant's, caretaker's or guard's residence	1 space per unit
Service yards of government agency	1 space per employee
Water storage, elevated or ground	0 spaces
Water treatment plant	1 space per employee
Zero lot line house	2 enclosed spaces per unit

(e) *Special construction requirements.*

- (1) *Developments of ten or more lots.* All outside walls of the ground floor of every residential structure shall be constructed of 100 percent masonry and/or glass. It is provided, however, that up to, but not exceeding, 20 percent of the outside walls may be covered or constructed of other materials for decorative, architectural or other design purposes. Such other material shall be impervious material that is required for outside walls by the residential building code mandated by the state and the ordinances of the city.
- (2) *Developments of one to nine lots.* All outside walls of the ground floor of every residential structure shall be constructed of 100 percent masonry, masonry-type products and/or glass, or may be of a log cabin-type material and design. It is provided; however, that up to, but not exceeding, 20 percent of the outside walls may be covered or constructed of other materials for decorative, architectural or other design purposes. Such other material shall be impervious material that is required for outside walls by the residential building code mandated by the state and the ordinances of the city.
- (3) *Applicability of regulations.* These construction requirements shall apply to all the following:
 - a. Newly constructed houses.
 - b. Houses moved into or within the city from a previous location.
- (4) *Attic space.* All residential structures must have at least six feet of attic space from the attic floor to the highest point of the attic framing.
- (5) *Living space.* All residential structures must have at least 1,200 square feet of living space.

(Ord. No. 2015-005, § 1, 4-20-2015)



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

July 20, 2023

Robert & Ann Johnston
105 S. 5th Street
Alvarado, TX 76009
817.319.6555

The City of Alvarado has received your request for approval of a specific use permit in the Single Family Residential (SF-2) District for *guest house* use on 0.46 acres known as a Lot 5R, Block A of the New Town Addition (aka Missouri Pacific Addition), addressed at 105 S. 5th Street.

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

Alvarado Address	Owner within 200 Feet	Mailing Address	City	State	Zip Code
800 S. Sparks Street	Lisa Jannette Gibreath	PO Box 1155	Alvarado	TX	76009
811 S. Sparks Street	Ruben Marin Sanchez	811 S. Sparks Street	Alvarado	TX	76009
900 S. Sparks Street	Martin Gurrola	900 S. Sparks Street	Alvarado	TX	76009
901 S. Sparks Street	New Life Ministries Inc.	PO Box 488	Alvarado	TX	76009
904 S. Sparks Street	Leanna Cowan	113 S. Dick Price Road	Kennedale	TX	76060
106 Austin Street	Willie Lee Davis	10900 CR 103	Grandview	TX	76050
200 Austin Street	Bah Alpha Etux	907 Rockcress Drive	Mansfield	TX	76063
300 Austin Street	Alma Vega	2809 CR 206	Alvarado	TX	76009
100 S. 5th Street	Tommy B. Johnston	PO Box 196	Alvarado	TX	76009
110 S. 5th Street	Sanuel D. Pence Etux	4309 FM 2415	Alvarado	TX	76009
707 S. Spears Street	Thurman & Penelope Susan Shumate	4034 CR 317	McKinney	TX	75069
709 S. Spears Street	Randell S. Gaskill	Box 166	Alvarado	TX	76009
711 S. Spears Street	CM Jackson Enterprises, LLC	7300 Hinton Drive	Mansfield	TX	76063
713 S. Spears Street	Dennis Weiss	5420 CR 707	Alvarado	TX	76009
801 S. Spears Street	Dennis Weiss	5420 CR 707	Alvarado	TX	76009
803 S. Spears Street	Rafael Flores	101 Mahaney	Alvarado	TX	76009
199 Bishop Street	CM Jackson Enterprises, LLC	1241 W. Green Oaks Blvd.	Arlington	TX	76013
100-108 S. 6th Street	Vonlar Inc.	2816 S. I35W	Burleson	TX	76028
200 S. 6th Street	Robert Garcia Etux Sulema V	2809 Maverick Ave.	Dallas	TX	75228
200 S. 6th Street	Robert Garcia Etux Sulema V	2809 Maverick Ave.	Dallas	TX	75228
Owner, Applicant, ISD		Mailing Address	City	State	Zip Code
Owner	Robert & Ann Johnston	105 5th Street	Alvarado	TX	76009



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 Robert and Ann Johnston for approval of a specific use permit in the Single Family Residential (SF-2) District for *guest house* use on 0.46 acres known as a Lot 5R, Block A of the New Town Addition (aka Missouri Pacific Addition), addressed at 105 S. 5th Street.

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.

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

July 14, 2023

City of Alvarado
104 W. College Ave
Alvarado, TX 76009

RE: Permit for proposed metal dwelling @ 105 S. 5th Street (Johnston)

To whom it may concern -

As a neighbor and property owner adjacent to the Johnston residence located at 105 S. 5th Street, I do not have any objections to the proposed dwelling to be constructed on their property.

Sincerely,



Lisa Gilbreath

800 S. Sparks Street

Alvarado, TX 76009

Tommy & Donnie Johnston
100 S 5th Street
Alvarado TX 76009

July 13, 2023

City of Alvarado
Planning and Development

To Whom it May Concern:

We understand our neighbors at 105 S 5th Street are petitioning the city
for permission to construct a metal building on their property. Let it be known
that we have no objection to this structure being built.

Respectfully,



Tommy & Donnie Johnston

ORDINANCE NO. 2023-0020

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, APPROVING A SPECIFIC USE PERMIT IN THE SINGLE FAMILY RESIDENTIAL (SF-2) DISTRICT FOR A GUEST HOUSE USE ON 0.46 ACRES KNOWN AS LOT 5R, BLOCK A OF THE NEW TOWN ADDITION (AKA MISSOURI PACIFIC ADDITION), ADDRESSED AT 105 S. 5TH STREET; 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 0.46-acre property described herein have filed an application for approval of a specific use permit to allow a guest house use; and

WHEREAS, the Planning and Zoning Commission of the City of Alvarado, Texas held a public hearing on August 8 and September 5, 2023, with respect to the proposed specific use permit described herein and recommended approval by a vote of 4-0; 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 August 21, 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 Single Family Residential District (SF-2) District for a guest house use on 0.46 acres known as Lot 5R, Block A of the New Town Addition (aka Missouri Pacific Addition), addressed at 105 S. 5th Street.

SECTION 2

The use of the property described above shall be subject to the restrictions, terms and conditions set forth in Exhibit "A" Performance and Design Standards, Exhibit "B" Site Plan, 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 valid indefinitely following publication as prescribed in Section 7.

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 11th day of September, 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 an 872-square-foot guest house at 105 S. 5th Street.**
- 2. Two off-street parking spaces are required for the existing residence and one additional off-street space is required for the guest house use. The additional off-street parking space must be paved concrete or hot-mix asphalt.**
- 3. By definition in the Alvarado zoning ordinance, the guest house must be living quarters within a detached accessory building located on the same premises with the principal residence for use by temporary guests of the occupants of the premises. A guest house shall have no kitchen facilities and shall not be rented or otherwise used as a separate dwelling.**
- 4. The guest house must be at least six feet from other structures and at least eight feet from the nearest side property line.**

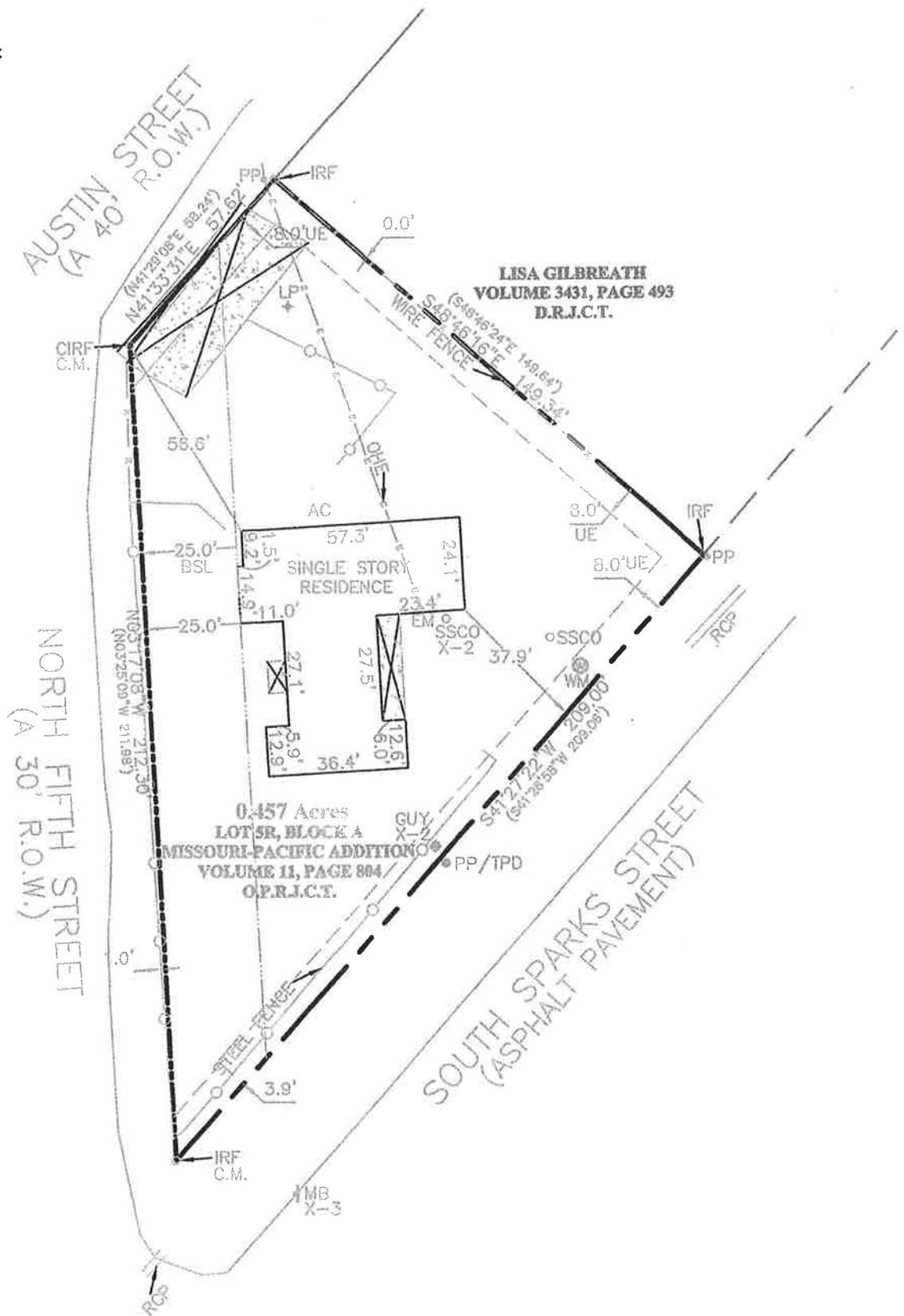
“Exhibit B”

Site Plan

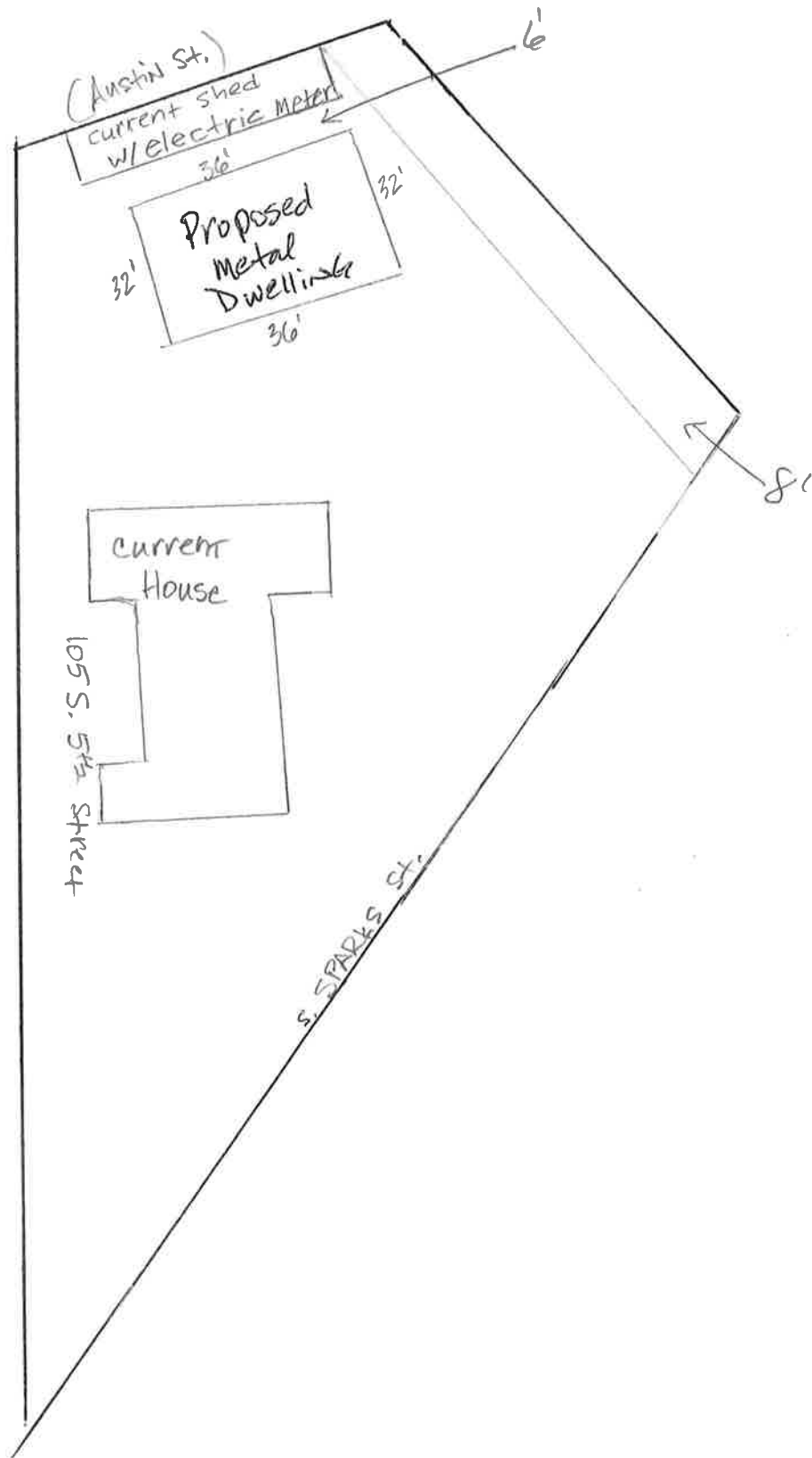
(See Next Page)

PROPERTY ADDRESS:
105 N FIFTH ST.
ALVARADO, TEXAS

THIS SI
GROUN
JANUAR
OF THE



SURVEY EXHIBIT SHOWING



32' x 36'

Cottage Plan: 872 Square Feet, 1 Bedroom, 1.5 Bathrooms - 348-00296

No Fireplace
1 story

CLOSE



Slab foundation / Same color scheme as existing home
Metal exterior & roof

"Illustration purposes"



City Council Meeting Management Report

Meeting Date: September 11, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action on the application of Auburn-Cal Associates, LP. For approval of a zoning change from Multi-family (MF) District with a portion having the Floodplain (FP) Overlay District to General Commercial (C-2) District on 2.15 acres known as Lot 2 of the Great Divide Addition, addressed at 101 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 change tax revenue but is consistent with the Comprehensive Plan.

The portion of the subject site actually within the FEMA designated area of significant flood hazard (Zone A) is minimal if any; however, the FP Overlay extends beyond the mapped FEMA Zone A. Although FEMA's Zone A is mapped, the mapping is not studied or based on an on-the-ground survey. FEMA's Estimated Base Flood Elevation reporting indicates the area of inundation is in front of the subject site within TxDOT right-of-way but not on the subject site. Therefore, City staff has no objections to the removal of the FP Overlay from the subject site. (See FEMA Estimated Flood Risk Report attached)

The applicant's purpose in rezoning the site is to make the existing nursing and rehabilitation facility a conforming use to the zoning prior to selling to a new owner.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On September 5, 2023, the Planning and Zoning Commission recommended Council approve the requested rezoning by a vote of 5-0.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Zoning Map
Property Owner Notice List
Notices
General Commercial District Quick Reference
FEMA Estimated Flood Risk Report
Drafted Ordinance 2023-0021

CITY OF ALVARADO

APPLICATION FOR ZONING CHANGES

DATE: _____ CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: Auburn-Cal Associates, L.P. PH: (310) 229-0277

MAILING ADDRESS: 10960 Wilshire Boulevard, 5th Floor, Los Angeles, CA 90024

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

circle one

NAME OF OWNER: Auburn-Cal Associates, L.P., a California limited partnership PH: (310) 229-0277

MAILING ADDRESS: 10960 Wilshire Boulevard, 5th Floor, Los Angeles, CA 90024

STREET ADDRESS OF PROPERTY: 101 N. Parkway, Alvarado, TX 76009 ACREAGE: 2.15 acres

LEGAL DESCRIPTION: See Attached

PRESENT ZONE OF PROPERTY: MF PRESENT USE: Skilled Nursing Facility

REQUESTED ZONE: C-2 PROPOSED USE: Skilled Nursing Facility

REASON FOR CHANGE: Change to a zoning district which allows the present use as of right.

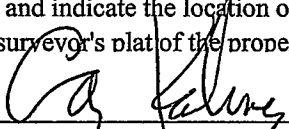
USAGE OF ADJACENT PROPERTY NORTH: C-2

SOUTH: SF-2

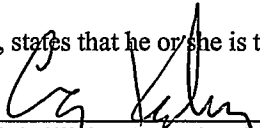
EAST: C-2

WEST: MF and SF-2

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: 
Auburn-Cal Associates, L.P., by K&Y Investments, Inc., General Partner, by Gary Kading, President

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

OWNER: 
Auburn-Cal Associates, L.P., by K&Y Investments, Inc., General Partner, by Gary Kading, President

SWORN TO AND SUBSCRIBED before me this 3rd day of August, 2023, by the person whose signature appears directly above.

SEE ATTACHED NOTARY BLOCK

<Seal>


Notary Public in and for The State of Texas CALIFORNIA
My Commission expires 10/17/2025

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of LOS ANGELES)

On AUGUST 3, 2023 before me, RAJIV THANARATNAM Notary Public, personally appeared Gary Kading, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

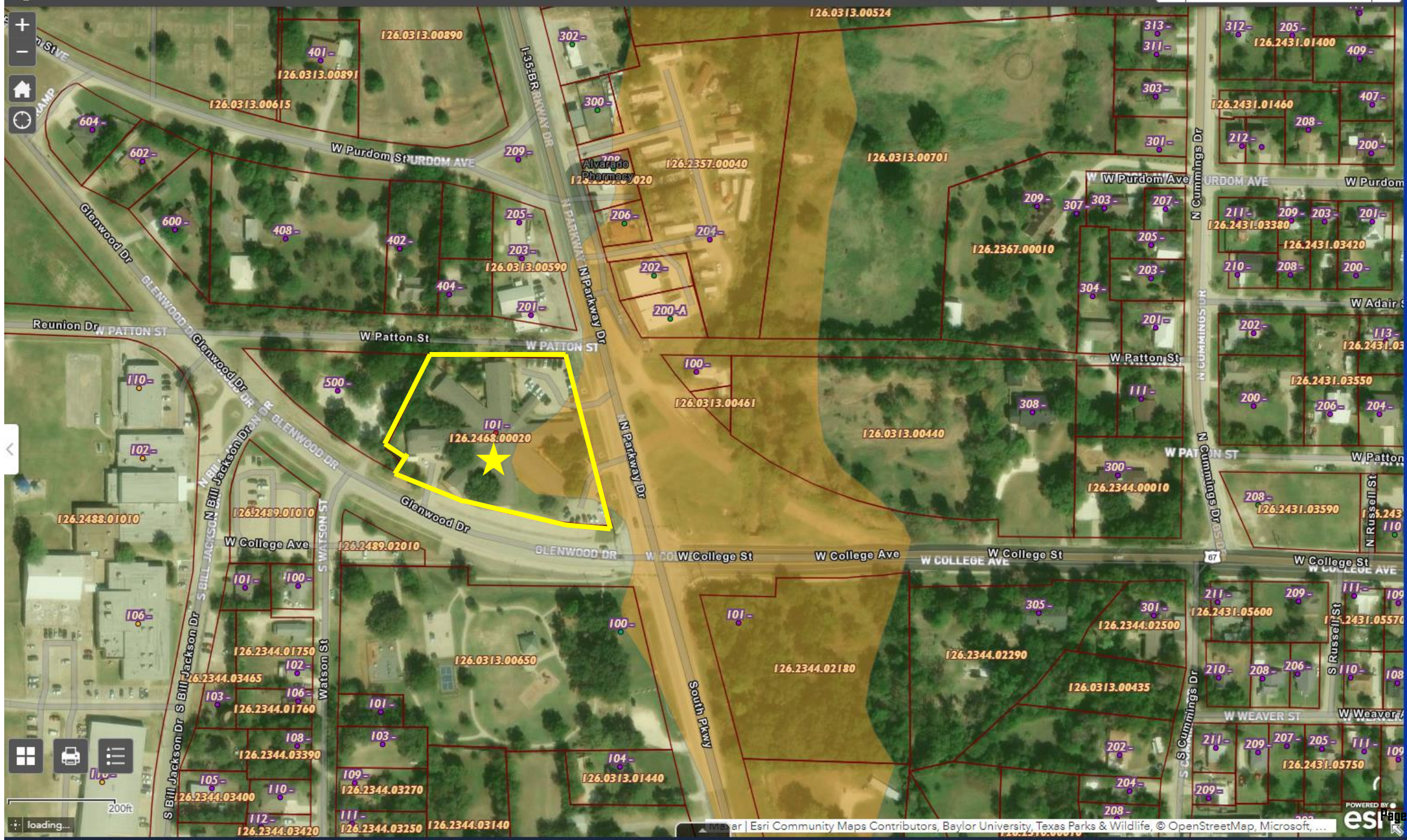
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

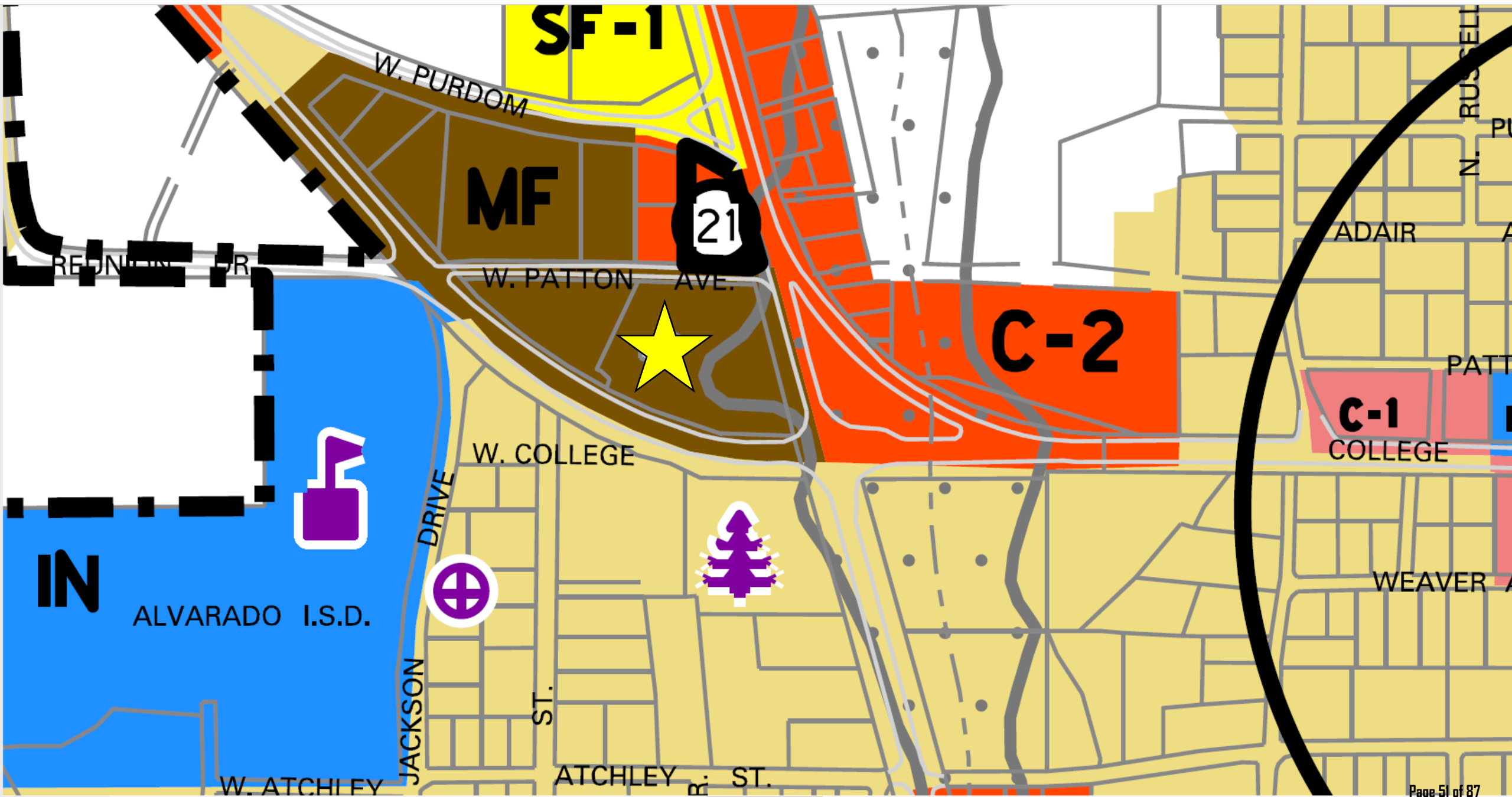
WITNESS my hand and official seal.

Signature RJ



FOR NOTARY STAMP





Alvarado Address	Owner within 200 Feet	Mailing Address	City	State	Zip Code	PID
500 Glenwood Drive	Junaid Farooqui	2514 Bunker Hill Cir	Plano	TX	75075	126.2468.00010
109 N. Bill Jackson Dr.	Alvarado Economic	104 W. College St	Alvarado	TX	76009	126.2489.01010
101 S. Watson Street	Alvarado Economic	104 W. College St	Alvarado	TX	76009	126.2489.02010
103 S. Watson Street	Alvarado Economic	104 W. College St	Alvarado	TX	76009	126.0313.00650
408 W. Patton Street	Leona Davis	PO Box 85	Grandview	TX	76050	126.0313.00920
402 W. Patton Street	Bolten Ventures LLC	4301 Glenshire Ct	McKinney	TX	75072	126.0313.00670
405 W. Purdom Ave.	Patricia Callahan	5012 Kemble St	Fort Worth	TX	76103	126.2406.01010
404 W. Patton Street	Patricia Callahan	5012 Kemble St	Fort Worth	TX	76103	126.2406.01020
201 N. Parkway Drive	Alvarado Old Pueblo Ltd	3206 CR 530b	Burleson	TX	76028	126.0313.00590
100 N. Parkway Drive	NY Texas Equities LLC	8 Lemberg Ct Ste 001	Monroe	NY	10950	126.0313.00460
200 N. Parkway Drive	Alvarado Old Pueblo Ltd	3206 CR 530b	Burleson	TX	76028	126.0313.00960
202 N. Parkway Drive	379 Property Group LLC	6204 CR 707	Alvarado	TX	76009	126.0313.00950
204 N. Parkway Drive	Amadeus Holdings Inc	PO Box 543	Grapevine	TX	76099	126.2357.00040
	Owner, Applicant, ISD	Mailing Address	City	State	Zip Code	
	Auburn Cal Associates, LP	10960 Wilshire Blvd Fifth Floor	Los Angeles	CA	90024	126.2468.00020



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

August 16, 2023

Auburn-Cal Associates, LP
Attn: Gary Kading, President
10960 Wilshire Boulevard Fifth Floor
Los Angeles,
310.229.0277

The City of Alvarado has received your request for approval of a zoning change from Multi-family (MF) District with a portion having the Floodplain (FP) Overlay District to General Commercial (C-2) District on 2.15 acres known as Lot 2 of the Great Divide Addition, addressed at 101 N. Parkway Drive.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Tuesday, the 5th day of September 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 11th day of September 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 Auburn-Cal Associates LP for approval of zoning change from Multi-family (MF) District with a portion having the Floodplain (FP) Overlay District to General Commercial (C-2) District on 2.15 acres known as Lot 2 of the Great Divide Addition, addressed at 101 N. Parkway Drive.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Tuesday, the 5th day of September 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.

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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 heliport	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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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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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.

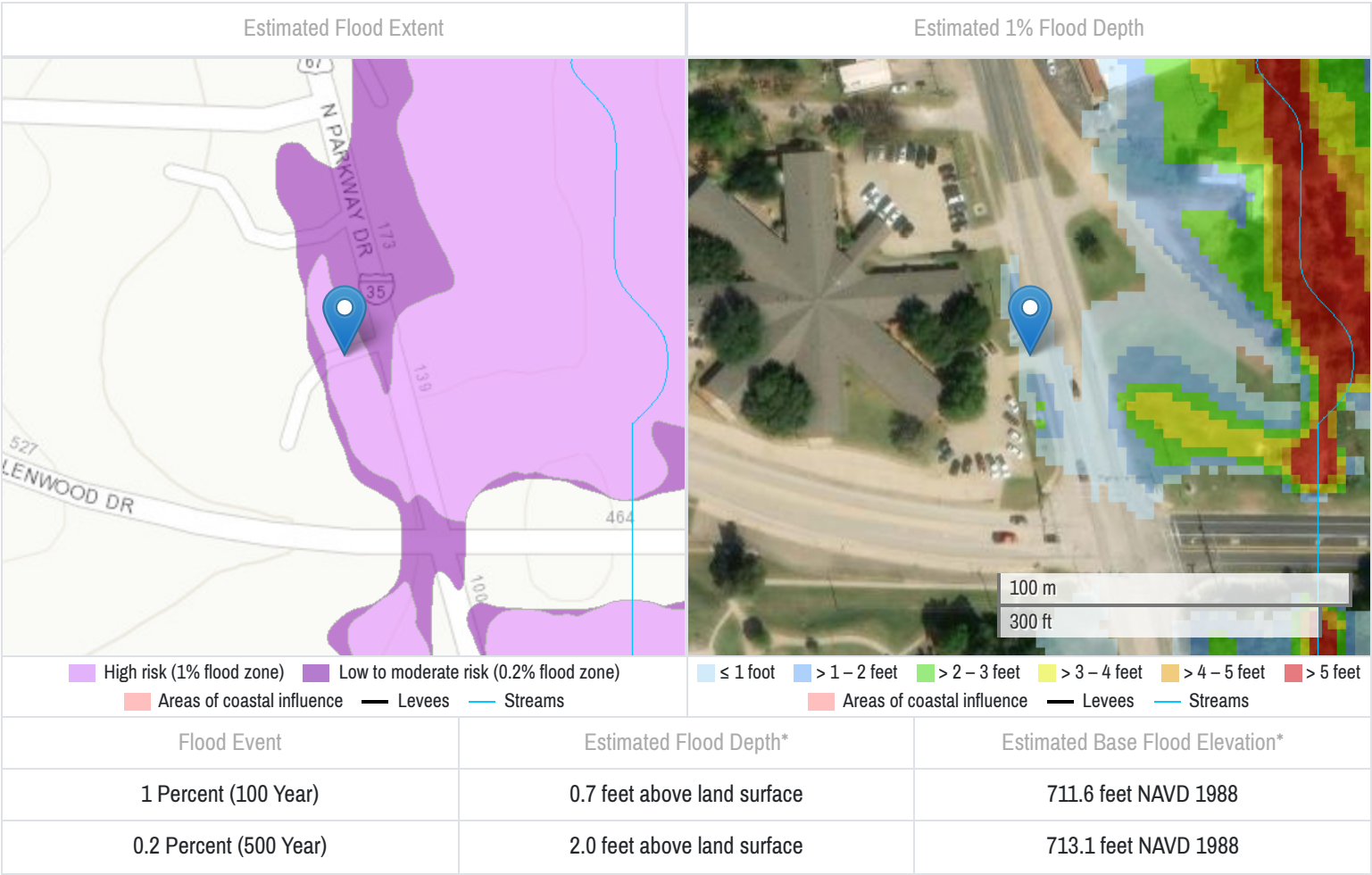
(Ord. No. 2015-005, § 1, 4-20-2015)

Estimated Base Flood Elevation (estBFE)

Flood Risk Information Report

Latitude 32.4075, Longitude -97.2182 (Johnson County, TX)

FEMA is providing a look at flood data availability and relative Base Level Engineering analysis through the Estimated Base Flood Elevation Viewer (Estimated BFE Viewer). Base Level Engineering uses high resolution ground elevation data, flood flow calculations, and fundamental engineering modeling techniques to define flood extents for streams. The viewer is an effective tool for property owners, community officials, and land developers to identify flood risk, estimated flood elevations, and flood depths for watersheds where Base Level Engineering has been prepared.



Knowing Your Risk

Information made available from the Estimated BFE Viewer provides hazard and risk awareness. Please consult your local Floodplain Administrator to better understand the estimated base flood elevation and how to take action.

Base Level Engineering data availability and analysis information is important because it can be used to:

- Inform floodplain management decisions and ordinance administration;
- Identify significant floodplain changes;
- Serve as base modeling for map revisions; and
- Support the Zone A BFE information for a Letter of Map Amendment (LOMA) request.

Using This Data

Consult the local floodplain manager and building department in your community before making any building or land modifications. Local officials may use this information to regulate development near flooding sources to create more flood-resilient communities. Local building and permitting requirements vary by community and are based on local decisions and ordinances.

Everyone is at risk. The chances of experiencing a flood can vary due to unevaluated conditions, such as the unstudied effects of community growth and development or intense storms uncharacteristic to historical trends. Maintaining or obtaining a flood insurance policy is essential to ensure a property owner is covered if a flood occurs. Visit <http://FloodSmart.gov> for more information on the costs of flooding and to locate an insurance agent in your area.

Base Level Engineering and the Estimated BFE Viewer tool help identify the BFE in effective Zone As. If a property owner believes that a structure is above or outside of the base flood extent in an effective Zone A, a LOMA request may be submitted and the flood risk report from the Estimated BFE Viewer should be included. To complete an application, use the online web-based tool or download the paper forms (<https://www.fema.gov/letter-map-changes>). Items needed to apply include the following:

- Copy of a **plat map** that identifies the property and includes the locality's recording information
- OR –
- Copy of the **property** deed with both locality's recording information and

the property's written legal description and a **parcel or tax map** identifying the location.

- **Elevation information** indicating the lowest adjacent grade to the building certified by a licensed land surveyor or registered professional engineer, except for buildings **clearly** shown outside the SFHA. If built recently, building permit files may contain this information. Note the professional may use the estimated BFE (estBFE) results for the BFE value on the elevation form or certificate.
- The **Estimated BFE flood risk information report** relative to the property indicating the estimated flood level and model.
- A **letter of acceptance and support from your local floodplain administrator** for the Estimated BFE information included in your report.

Please note other types of development may require additional documentation and possibly an application fee. A LOMA may result in removal of the SFHA designation and the Federal requirement for flood insurance. However, maintaining a flood policy may still be required by the lender. Flood insurance coverage to repair damage caused by flooding is available for areas outside the SFHA.

Taking Action

Floods can happen anywhere at any time, which is why it is important to be prepared and to take steps before a flood event to protect your property from costly damage. Mitigation measures to consider include the following:

- **Elevating.** Elevating the lowest floor of new or existing buildings above the BFE reduces risk and may lower flood insurance premiums.
- **Interior Modification.** Raising the equipment servicing the building or infilling basements susceptible to flooding.
- **Dry Floodproofing.** Sealing your structure to prevent floodwaters from entering. Residential property insurance is not reduced if dry floodproofing is used. Only commercial properties receive reduced flood insurance when dry floodproofing is used.
- **Wet Floodproofing and Flood Vents.** Making portion of a building more resistant to flood damage or, in some cases, allowing water to enter during a flood to prevent damages by equalizing pressure on walls and foundations.

Deciding on the right method to mitigate future damage and loss requires an assessment of various factors: the hazards to your home, permit requirements, the technical limitations of the methods, and cost.

Discuss the potential mitigation options with your local floodplain administrator and building department to determine the next appropriate steps.

ORDINANCE NO. 2023-0021

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING FROM MULTI-FAMILY (MF) DISTRICT WITH A PORTION HAVING THE FLOODPLAIN (FP) OVERLAY DISTRICT TO THE GENERAL COMMERCIAL (C-2) DISTRICT, LOT 2 OF THE GREAT DIVIDE ADDITION, BEING 2.15 ACRES ADDRESSED AT 101 N. PARKWAY DRIVE, IN THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS: PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, The City's Future Land Use map in the Alvarado Comprehensive Plan designates the subject site to the Interstate Business land use category and the proposed zoning is consistent with this land use category; and

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

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

SECTION 1. That the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended to change the zoning designation on the hereinafter described property and area as shown below:

Approximately 2.15 acres known as Lot 2 of the Great Divide Addition addressed at 101 N. Parkway Drive from a Multi-Family (MF) District with a portion having the Floodplain (FP) Overlay District to General Commercial (C-2) District, in the City of Alvarado, Johnson County, Texas.

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

SECTION 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. 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 5. The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance one time for two days in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND SO IT IS ORDAINED.

Passed on this the 11th day of September, 2023 by a vote of ____ to ____.

ATTEST:

CITY OF ALVARADO

Beth A. Walls, City Secretary

By: _____
Jacob Wheat, Mayor



City Council Meeting Management Report

Meeting Date: September 11, 2023

Contact: Laura Cox, CFO

Phone: 817-790-3351, Ext. 117

AGENDA ITEM:

Hold public hearing and receive public input on the fiscal year 2024 annual budget beginning October 1, 2023, and ending September 30, 2024.

BACKGROUND & FINDINGS:

The City's budget process began in April with departments submitting base budget and supplemental budget funding requests to the Finance Department. The City Manager met with departments throughout July and August to review and discuss projected revenues and expenditures.

In compliance with Local Government Code §102.006, this public hearing provides an opportunity to communicate with interested persons regarding the proposed budget before adoption. Notice of this public hearing was announced at the August 21, 2023 City Council meeting. Additionally, it was published in the Cleburne Times-Review on September 2, 2023 and posted on the City's website.

FINANCIAL IMPACT:

State law requires this public hearing prior to the adoption of the fiscal year 2024 City of Alvarado budget.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. Updated Proposed Fiscal Year 2023-2024 City of Alvarado Annual Budget

City of Alvarado



City of Alvarado

UPDATED

PROPOSED

Annual Budget

Fiscal Year 2023-2024

City of Alvarado Fiscal Year 2023-2024 Budget Cover Page

Submitted herewith is the proposed 2023-2024 annual budget.

This budget will raise more total property taxes than last year's budget by \$1,065,672 or 26.7%, and of that amount, \$294,318 is tax revenue to be raised from new property added to the tax roll this year.

City Council Record Vote

The members of the governing body will vote for the adoption of the budget prior to October 1, 2023.

Jacob Wheat – Mayor

Presiding, not voting

Lydia Moon – Mayor Pro-Tem

Michael Bennett

Beverly Short

Cherry Bryant

Kevin Thomas

Scott Arthur

Property Tax Rate Comparison

	<u>FY 2023-2024</u>	<u>FY 2022-2023</u>
Property Tax Rate	\$0.811895/\$100	\$0.812696/\$100
No-New-Revenue Tax Rate	\$0.682476/\$100	\$0.742571/\$100
No-New-Revenue Maintenance & Operations Tax Rate	\$0.531664/\$100	\$0.540512/\$100
Voter-Approval Tax Rate	\$0.757217/\$100	\$0.750406/\$100
Debt Rate	\$0.200067/\$100	\$0.180900/\$100

Debt Obligation

The amount of the debt obligations for the City of Alvarado secured by property taxes for the 2023- 2024 budget:

\$1,306,249

City of Alvarado, Texas

**Budget
For Fiscal Year
October 1, 2023 to September 30, 2024**

**Mayor
Jacob Wheat**

CITY COUNCIL

Beverly Short	Councilmember	Ward 1
Michael Bennett	Councilmember	Ward 1
Cherry Bryant	Councilmember	Ward 2
Lydia Moon	Mayor Pro-Tem	Ward 2
Kevin Thomas	Councilmember	Ward 3
Scott Arthur	Councilmember	Ward 3

City of Alvarado

Mission Statement

On behalf of the citizens of Alvarado, the City Council will promote the safety, health and general well-being of the community within the bounds of fiscal responsibility while preserving and advancing the quality of life, resulting in unique community spirit.

In accomplishing this mission, the Mayor, City Council, City Manager, and City employees will be guided by these principles:

Our Vision: As a result of our efforts, citizens will . . .

- *Receive the highest quality of services available within acceptable budgetary levels*
- *Live in safe, secure neighborhoods*
- *Live in a clean environment that protects the quality of their lives*
- *Access a range of cultural arts and recreational opportunities provided through city-wide initiatives and collaborative efforts*
- *Participate in and contribute to the vitality and future of our community*
- *Travel freely within, to and from the community*
- *Contribute to and benefit from a strong and diverse economic environment*

PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 1, GENERAL FUND

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024	Updated 2023-2024
REVENUES					
Property (Ad Valorem) Tax	\$ 2,425,981	\$ 3,158,280	\$ 3,104,371	\$ 3,863,081	\$ 3,863,081
Non-Property Taxes	\$ 2,098,466	\$ 2,460,902	\$ 2,300,824	\$ 2,530,800	\$ 2,530,800
Franchise Fees	\$ 484,373	\$ 519,367	\$ 509,564	\$ 597,718	\$ 547,405
Licenses and Permits	\$ 334,834	\$ 688,749	\$ 743,092	\$ 473,000	\$ 473,000
Service Fees	\$ 5,957	\$ 6,000	\$ 5,548	\$ 5,626	\$ 5,626
Fines and Penalties	\$ 321,098	\$ 375,000	\$ 331,643	\$ 682,564	\$ 680,000
Interest Earnings	\$ 84,940	\$ 200,000	\$ 511,739	\$ 577,500	\$ 577,500
Rental Income	\$ 38,118	\$ 38,000	\$ 37,781	\$ 38,000	\$ 38,000
Other	\$ 1,007,549	\$ 1,068,343	\$ 970,045	\$ 936,105	\$ 950,498
Utilization of Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 59,407
TOTAL REVENUES	\$ 6,801,316	\$ 8,514,641	\$ 8,514,607	\$ 9,704,394	\$ 9,725,317
EXPENDITURES					
Administration	\$ 689,084	\$ 1,259,758	\$ 1,262,851	\$ 608,256	\$ 463,256
Community Development/Code	\$ 185,565	\$ 256,165	\$ 447,230	\$ 516,631	\$ 520,131
Non-Dept.	\$ 430,580	\$ 700,081	\$ 885,665	\$ 784,370	\$ 936,045
City Secretary	\$ -	\$ -	\$ -	\$ 163,480	\$ 165,633
Human Resources	\$ -	\$ -	\$ -	\$ 87,952	\$ 90,105
Finance	\$ -	\$ -	\$ -	\$ 357,921	\$ 364,921
Police	\$ 1,948,272	\$ 2,486,579	\$ 2,259,766	\$ 2,678,175	\$ 2,843,675
Commerical Vehicle Enforcement	\$ 221,155	\$ 240,662	\$ 258,398	\$ 268,111	\$ 268,111
Municipal Court	\$ 260,011	\$ 335,837	\$ 281,514	\$ 333,471	\$ 369,865
Fire	\$ 1,540,898	\$ 2,134,069	\$ 2,139,580	\$ 2,573,668	\$ 2,638,668
Animal Control	\$ 168,507	\$ 208,482	\$ 206,169	\$ 239,215	\$ 239,215
City Marshal	\$ 67,087	\$ 39,541	\$ 27,406	\$ 44,817	\$ 78,560
Streets	\$ 231,795	\$ 214,524	\$ 197,776	\$ 141,602	\$ 144,602
Library	\$ 146,633	\$ 214,736	\$ 174,045	\$ 183,742	\$ 183,742
Senior Center	\$ 82,148	\$ 84,641	\$ 68,998	\$ 288,106	\$ 38,187
Parks	\$ 285,861	\$ 339,566	\$ 305,209	\$ 368,601	\$ 380,601
TOTAL EXPENDITURES	\$ 6,257,596	\$ 8,514,641	\$ 8,514,607	\$ 9,638,118	\$ 9,725,317
REVENUE OVER/(UNDER) EXPENDITURES	\$ 543,720	\$ -	\$ -	\$ 66,275	\$ -

PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 2, WATER AND SEWER FUND

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024	Updated 2023-2024
REVENUES					
Water Service	\$ 1,598,243	\$ 2,218,540	\$ 1,904,914	\$ 2,132,000	\$ 2,132,000
Sewer Service	\$ 1,151,444	\$ 1,636,098	\$ 1,413,149	\$ 1,782,100	\$ 1,782,100
Garbage Service	\$ 213,665	\$ 217,000	\$ 234,534	\$ 246,000	\$ 246,000
Late Charges	\$ 71,552	\$ 75,000	\$ 80,975	\$ 90,000	\$ 90,000
Meter Set Fees	\$ 2,944	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Tap Fees	\$ 15,852	\$ 20,000	\$ 16,650	\$ 28,000	\$ 28,000
Recycling Fees	\$ 78,416	\$ 84,000	\$ 85,300	\$ 93,830	\$ 97,570
Interest Earnings	\$ 8,018	\$ 11,276	\$ 25,500	\$ 30,000	\$ 30,000
Prairielands Use Fees	\$ 33,277	\$ 32,000	\$ 29,790	\$ 30,000	\$ 30,000
Careflite	\$ 20,270	\$ 22,100	\$ 20,500	\$ 22,550	\$ 22,550
Other	\$ 142,809	\$ 104,471	\$ 122,854	\$ 130,325	\$ 130,325
TOTAL REVENUES	\$ 3,336,490	\$ 4,445,485	\$ 3,959,166	\$ 4,609,805	\$ 4,613,545
EXPENDITURES					
Utility Billing	\$ 775,219	\$ 947,450	\$ 965,453	\$ 1,293,975	\$ 1,374,748
Water Production	\$ 1,698,619	\$ 1,853,912	\$ 1,818,713	\$ 2,141,445	\$ 2,119,892
Water Distribution	\$ 199,158	\$ 314,217	\$ 305,086	\$ 352,349	\$ 330,796
Wastewater Collection	\$ 260,583	\$ 307,901	\$ 256,314	\$ 394,465	\$ 377,503
Wastewater Treatment Plant	\$ 498,150	\$ 388,866	\$ 375,554	\$ 427,569	\$ 410,607
TOTAL EXPENDITURES	\$ 3,431,729	\$ 3,812,346	\$ 3,721,120	\$ 4,609,805	\$ 4,613,545
REVENUE OVER/(UNDER) EXPENDITURES	\$ (95,239)	\$ 633,139	\$ 238,046	\$ -	\$ -

PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 3, GENERAL DEBT SERVICE FUND

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024
REVENUES				
Property (Ad Valorem) Tax	\$ 918,883	\$ 909,983	\$ 911,398	\$ 1,267,854
Non-Property Taxes	\$ 3,463	\$ 401,757	\$ 344,294	\$ 346,729
TOTAL	\$ 922,346	\$ 1,311,740	\$ 1,255,692	\$ 1,614,583
EXPENDITURES				
DEBT SERVICE	\$ 1,275,105	\$ 1,311,740	\$ 1,608,023	\$ 1,642,478
TOTAL	\$ 1,275,105	\$ 1,311,740	\$ 1,608,023	\$ 1,642,478
REVENUE OVER/(UNDER) EXPENDITURES	\$ (352,759)	\$ -	\$ (352,331)	\$ (27,895)

**PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES**

FUND 4, ECONOMIC DEV CORP FUND

	Actual	Budget	Estimated	Proposed
	2021-2022	2022-2023	2022-2023	2023-2024
REVENUES				
Sales tax	\$ 352,963	\$ 410,000	\$ 383,340	\$ 421,670
Interest Earnings	\$ 7,268	\$ 16,458	\$ 52,602	\$ 50,000
TOTAL	\$ 360,231	\$ 426,458	\$ 435,942	\$ 471,670
EXPENDITURES				
Economic Dev Corp	\$ 176,197	\$ 426,458	\$ 40,715	\$ 471,670
TOTAL	\$ 176,197	\$ 426,458	\$ 40,715	\$ 471,670
REVENUE OVER/(UNDER) EXPENDITURES	\$ 184,034	\$ -	\$ 395,227	\$ -

**PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES**

FUND 5, HOTEL OCCUPANCY FUND

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024	Updated 2023-2024
REVENUES					
Hotel Occupancy Taxes	\$ 316,861	\$ 362,725	\$ 347,792	\$ 365,000	\$ 365,000
Interest Earnings	\$ 3,439	\$ 7,787	\$ 23,764	\$ 30,000	\$ 30,000
Planned Utilization of Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 94,360
TOTAL	\$ 320,300	\$ 370,512	\$ 371,556	\$ 395,000	\$ 489,360
EXPENDITURES					
Hotel Occupancy Tax	\$ 108,826	\$ 370,512	\$ 121,650	\$ 395,000	\$ 489,360
TOTAL	\$ 108,826	\$ 370,512	\$ 121,650	\$ 395,000	\$ 489,360
REVENUE OVER/(UNDER) EXPENDITURES	\$ 211,474	\$ -	\$ 249,906	\$ -	\$ -

**PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES**

FUND 6, GAS ROYALTIES FUND

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024	Updated 2023-2024
REVENUES					
Gas & Oil Revenue	\$ 297,865	\$ 284,200	\$ 105,329	\$ 100,000	\$ 100,000
Interest Earnings	\$ 1,843	\$ 4,173	\$ 13,431	\$ 13,500	\$ 13,500
Planned Utilization of Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 548,250
TOTAL	\$ 299,708	\$ 288,373	\$ 118,760	\$ 113,500	\$ 661,750
EXPENDITURES					
Gas Royalties	\$ 13,596	\$ 288,373	\$ 155,993	\$ 661,750	\$ 661,750
TOTAL	\$ 13,596	\$ 288,373	\$ 155,993	\$ 661,750	\$ 661,750
REVENUE OVER/(UNDER) EXPENDITURES	\$ 286,112	\$ -	\$ (37,233)	\$ (548,250)	\$ -

**PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES**

FUND 7, SPECIAL REVENUE FUND

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024
REVENUES				
Court Fees	\$ 28,535	\$ 44,000	\$ 31,077	\$ 44,500
Interest Earnings	\$ 1,180	\$ 2,673	\$ 7,311	\$ 3,000
TOTAL	\$ 29,715	\$ 46,673	\$ 38,388	\$ 47,500
EXPENDITURES				
Special Revenue	\$ 52,315	\$ 46,673	\$ 28,774	\$ 38,150
TOTAL	\$ 52,315	\$ 46,673	\$ 28,774	\$ 38,150
REVENUE OVER/(UNDER) EXPENDITURES	\$ (22,600)	\$ -	\$ 9,614	\$ 9,350

**PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES**

FUND 10, CAPITAL PROJECTS FUND

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024
REVENUES				
Bond Proceeds	\$ -	\$ -	\$ 25,000,000	\$ 25,000,000
Fees	\$ -	\$ 1,885,918	\$ 1,891,676	\$ -
Interest Earnings	\$ 36,279	\$ 82,259	\$ 90,100	\$ -
Other	\$ -	\$ -	\$ 566,248	\$ -
TOTAL	\$ 36,279	\$ 1,968,177	\$ 27,548,024	\$ 25,000,000
EXPENDITURES				
Capital Outlay	\$ 1,771,016	\$ 7,043,546	\$ 7,435,637	\$ 10,000,000
TOTAL	\$ 1,771,016	\$ 7,043,546	\$ 7,435,637	\$ 10,000,000
REVENUE OVER/(UNDER) EXPENDITURES	\$ (1,734,737)	\$ (5,075,369)	\$ 20,112,387	\$ 15,000,000

PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 11, SPECIAL PROJECTS

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024
REVENUES				
Interest Earnings	\$ 3,922	\$ 8,881	\$ 4,999	\$ -
TOTAL	\$ 3,922	\$ 8,881	\$ 4,999	\$ -
EXPENDITURES				
Capital Outlay	\$ -	\$ 557,378	\$ -	\$ -
TOTAL	\$ -	\$ 557,378	\$ -	\$ -
REVENUE OVER/(UNDER) EXPENDITURES	\$ 3,922	\$ (548,497)	\$ 4,999	\$ -

**PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES**

FUND 18, PRAIRIELAND DETENTION CENTER

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024	Updated 2023-2024
REVENUES					
Miscellaneous Income	\$ 574,875	\$ 600,000	\$ 588,909	\$ 600,600	\$ 600,600
Interest Earnings	\$ -	\$ -	\$ 2,600	\$ 2,600	\$ 2,600
Planned Utilization of Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 969,000
TOTAL	\$ 574,875	\$ 600,000	\$ 591,509	\$ 603,200	\$ 1,572,200
EXPENDITURES					
Prairieland Detention Center	\$ 633,486	\$ 600,000	\$ 32,547	\$ 1,378,200	\$ 1,572,200
TOTAL	\$ 633,486	\$ 600,000	\$ 32,547	\$ 1,378,200	\$ 1,572,200
REVENUE OVER/(UNDER) EXPENDITURES	\$ (58,611)	\$ -	\$ 558,962	\$ (775,000)	\$ -

PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 20, WATER IMPACT

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024
REVENUES				
Water Impact Fees	\$ 10,440	\$ 380,480	\$ 69,160	\$ 70,000
Interest Earnings	\$ 1,360	\$ 3,087	\$ 9,690	\$ 9,700
TOTAL	\$ 11,800	\$ 383,567	\$ 78,850	\$ 79,700
EXPENDITURES				
Water Impact	\$ -	\$ 383,567	\$ 8,668	\$ 79,700
TOTAL	\$ -	\$ 383,567	\$ 8,668	\$ 79,700
REVENUE OVER/(UNDER) EXPENDITURES	\$ 11,800	\$ -	\$ 70,182	\$ -

**PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES**

FUND 21, WASTE WATER IMPACT

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024	Updated 2023-2024
REVENUES					
Waste Water Impact Fee	\$ 53,197	\$ 833,448	\$ 555,050	\$ 500,000	\$ 500,000
Interest Earnings	\$ 4,201	\$ 9,530	\$ 41,658	\$ 42,000	\$ 42,000
Planned Utilization of Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 644,771
TOTAL	\$ 57,398	\$ 842,978	\$ 596,708	\$ 542,000	\$ 1,186,771
EXPENDITURES					
Waste Water Impact	\$ -	\$ 842,978	\$ -	\$ 1,186,771	\$ 1,186,771
TOTAL	\$ -	\$ 842,978	\$ -	\$ 1,186,771	\$ 1,186,771
REVENUE OVER/(UNDER) EXPENDITURES	\$ 57,398	\$ -	\$ 596,708	\$ (644,771)	\$ -

PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 22, ROADWAY SERVICE AREA 1

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024
REVENUES				
Roadway Service Area 1 Impact Fees	\$ 305,519	\$ 387,585	\$ 350,100	\$ 400,000
Interest Earnings	\$ 5,730	\$ 13,010	\$ 45,730	\$ 46,000
TOTAL	\$ 311,249	\$ 400,595	\$ 395,830	\$ 446,000
EXPENDITURES				
Roadway Service Area 1	\$ 2,284	\$ 400,595	\$ -	\$ 446,000
TOTAL	\$ 2,284	\$ 400,595	\$ -	\$ 446,000
REVENUE OVER/(UNDER) EXPENDITURES	\$ 308,965	\$ -	\$ 395,830	\$ -

PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 23, ROADWAY SERVICE AREA 2

	Actual 2021-2022	Budget 2022-2023	Estimated 2022-2023	Proposed 2023-2024
REVENUES				
Roadway Service Area 2 Impact Fees	\$ 4,698	\$ 382,887	\$ 2,349	\$ -
Interest Earnings	\$ 215	\$ 487	\$ 1,480	\$ 1,500
TOTAL	\$ 4,913	\$ 383,374	\$ 3,829	\$ 1,500
EXPENDITURES				
Roadway Service Area 2	\$ -	\$ 383,374	\$ -	\$ 1,500
TOTAL	\$ -	\$ 383,374	\$ -	\$ 1,500
REVENUE OVER/(UNDER) EXPENDITURES	\$ 4,913	\$ -	\$ 3,829	\$ -

**PROPOSED FY 2023-2024 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES**

FUND 24, STREET MAINTENANCE FUND

	Actual	Budget	Estimated	Proposed	Updated
	2021-2022	2022-2023	2022-2023	2023-2024	2023-2024
REVENUES					
Sales Tax	\$ 352,963	\$ 410,000	\$ 383,340	\$ 421,670	\$ 421,670
Interest Earnings	\$ -	\$ -	\$ 1,571	\$ 1,000	\$ 1,000
Planned Utilization of Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ 482,080
TOTAL	\$ 352,963	\$ 410,000	\$ 384,911	\$ 422,670	\$ 904,750
EXPENDITURES					
Street Maintenance	\$ 11,664	\$ 410,000	\$ 381,921	\$ 329,750	\$ 904,750
TOTAL	\$ 11,664	\$ 410,000	\$ 381,921	\$ 329,750	\$ 904,750
REVENUE OVER/(UNDER) EXPENDITURES	\$ 341,299	\$ -	\$ 2,990	\$ 92,920	\$ -