

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
OCTOBER 16, 2023
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, October 16, 2023 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

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

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT

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

INTRODUCTION OF NEW EMPLOYEES

CONSENT AGENDA:

1. Consideration and action to approve the minutes of the September 18, 2023 Regular City Council Meeting. (Walls)
2. Consideration and action to approve Ordinance # 2023-0030 amending Section 38.51, "Stop Signs Authorized," of Division 2, "Traffic Control Devices", of Article II, "Traffic Regulations," of Chapter, 38, "Traffic and Vehicles," of the Alvarado Code of Ordinances, to designate additional stop intersections in the City. (Dwiggins)

NEW BUSINESS:

3. Public hearing, consideration and action on the application of Chris Bruckner on behalf of Robert E. Russell, Independent Executor for the Charles Marvin Russell Estate, and Successor Executor for the Ernest Russell and the Dimple Russel Estate, for approval of a zoning change from Agricultural (A) District to General Commercial (C-2) District on 26.995 acres known as a portion of Tract 9 of the J. Mullican Survey, A-584, addressed at 6624 CR 604. (French)

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4. Consideration and action on a Lake Alvarado encroachment agreement with Scott and Shirley Bearden, owners of 0.341 acres known as the north portion of Lot 17, Block 1 of the B. F. Shultz Addition in Alvarado Extraterritorial Jurisdiction, addressed at 1624 Woodview Drive. (French)
5. Consideration and action authorizing the City Manager to enter into agreement with the General Land Office of Texas for the awarding of a grant not to exceed \$300,000, payable as reimbursements of allowable expenses, under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation. (French)
6. Consideration and action to approve a change order request, in the amount of \$42,467.00 for the renovation project located at 107 E. College Street, Texas. (Suber)
7. Consideration and action to authorize the City Manager to execute a three-year lease agreement with Clean Cut Brothers Lighting to decorate the Alvarado Downtown Square and Pecan Orchard for the holiday season. (Suber)
8. Consideration and action to authorize the city manager to execute an agreement with Iworq, a program for Public Works to replace the current work order system for improved efficiency and better inventory control of parts and equipment. (Dwiggins)

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. 2. § 551.072. Deliberate the purchase, exchange, lease, or value of real property, as deliberation in an open session would have a detrimental effect on the position of governmental body negotiations with a third person. 310 W. Atchely.

RECONVENE OPEN SESSION:

9. Consideration of any action necessary as a result of items legally discussed during the executive session.

COUNCIL COMMENTS:

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

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

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- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

ADJOURN

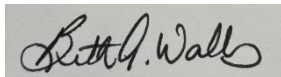
ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: wallsb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

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

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 October 13, 2023 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



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

CITY OF ALVARADO
County of Johnson
State of Texas
September 18, 2023
City Council Minutes.

The City Council of the City of Alvarado met in Regular Called Session on Monday, September 18, 2023 at 6:30 p.m. The following were present for roll call:

Name	Title	Present	Absent	Excused
Jacob Wheat	Mayor	✓		
Michael Bennett	Council Ward 1	✓		
Beverly Short	Council Ward 1	✓		
Lydia Moon	Mayor Pro-Tem Ward 2	✓		
Cherry Bryant	Council Ward 2	✓		
Scott Arthur	Council Ward 3	✓		
Kevin Thomas	Council Ward 3	✓		

Others Present:

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

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- Jeff Sanders and Jameye Jones spoke to Council about concerns and events in the City.

PROCLAMATION- Mayor Wheat read and signed a proclamation for Constitution Week 2023.

**AGENDA ITEM #1 & 2
CONSENT AGENDA**

1- CONSIDERATION AND ACTION TO APPROVE MINUTES FOR THE 8/21/23 REGULAR MEETING, THE 9/7/23 BUDGET WORKSESSION AND THE 9/11/23 SPECIAL MEETING.

2- CONSIDERATION AND ACTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR PARKWAY DRIVE SANITARY SEWER.

Motion was made by Lydia Moon and seconded by Scott Arthur to approve the consent agenda.

This motion supported votes 6 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #3

PRESENTATION BY ANTHONY MILLS FROM TMRS REGARDING UPDATED SERVICE CREDITS AND RETIREE COLA FOR CITY OF ALVARADO.

No Council Action Required.

AGENDA ITEM #4

CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2023-0025 REGARDING THE ADDITION OF UPDATED SERVICE CREDITS AND COLA TO THE CITY OF ALVARADO RETIREMENT PLAN WITH TEXAS MUNICIPAL RETIREMENT SYSTEM.

Motion was made by Lydia Moon and seconded by Beverly Short to approve Ordinance 2023-0025 regarding the addition of updated service credits and retirement COLA to the City of Alvarado Retirement Plan with TMRS.

This motion supported votes 6 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #5

CONSIDERATION AND ACTION TO AUTHORIZE THE CITY MANAGER TO APPROVE AND SIGN A CONTRACT FOR STREET REPAIRS ON S. BAUGH AND LORIE STREET WITH JC & SONS CONSTRUCTION GROUP.

There are 2 locations where we have had water main breaks on Lorie and we would like to contract the street repair of those locations and also where a sewer main was installed and new taps made for construction of several homes on the 200 block of S Baugh. The condition of S. Baugh is bad enough on the entire block to be replaced.

Bids from Bates asphalt and from JC & sons were received and lowest one being JC & Sons of \$28,000.00.

Staff recommends City Council approve awarding JC & Sons to make the repairs. Also, this will be the first time JC & Sons have bid a city project and they are hopeful to bid more city repair projects in the future.

Motion was made by Lydia Moon and seconded by Michael Bennett to approve the bid from JC & sons for road repair on Lorie and S. Baugh.

This motion supported votes 6 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #6

CONSIDERATION AND ACTION TO AWARD BID PACKAGE 2- 0.8 MGD WWTP EXPANSION TO ARCHER WESTERN'S CONSTRUCTION MANAGEMENT BY AMENDING THE EXISTING RISK SERVICES AGREEMENT TO INCLUDE GMP-3 BRINGING THE PROJECT GMP TO \$32,849,997.12.

The City of Alvarado WWTP 0.8 MGD Expansion Bid Opening for Bid Package 2 was held on September 6, 2023. One bid proposal was received from the Construction Manager at Risk (CMAR), Archer Western Construction, in the amount of \$23,514,400.00. A copy of the bid proposal is attached herein.

Although only one proposal was submitted, Freese & Nichols Incorporated (FNI) believes the proposal pricing for the work package is consistent with the current market conditions. As part of their effort to solicit interest in this package, Archer Western advertised in the local newspaper and publicized the bidding on CivCast. The work package generated interest resulting in 157 plan holders representing General Contractors, Subcontractors, and equipment suppliers. FNI recommends award of Bid Package 2 to Archer Western Construction in the amount of \$23,514,400.00.

FINANCIAL IMPACT:

Bid Package 2 establishes the basis for GMP-3 of the project in the amount of \$28,189,062.72. A cost breakdown of GMP-3 is below.

1. Bid Package 2 Proposal Price (Archer Western) \$23,514,400.00
2. CMAR General Conditions (8% of proposal cost) \$1,881,152.00
- 3. Cost of Work (Item 1 plus Item 2) \$25,395,552.00**
4. CMAR Fee (8% of Cost of Work) \$2,031,644.16
5. Contingency (3% of Cost of Work) \$761,866.56
- 6. Total GMP-3 Price (Items 3 plus 4 plus 5) \$28,189,062.72**

Bid Package 2 is the final bid package for the project and establishes the project Guaranteed Maximum

Price in the amount of \$32,849,997.12. A summary of the Guaranteed Maximum Price is below.

GMP-1 Price – Package Plant Design Submittal \$65,934.00

GMP-2 Price – Bid Package 1 – Package Plant \$4,595,000.40

GMP-3 Price – Bid Package 3 – 0.8 MGD WWTP Expansion \$28,189,062.72

Guaranteed Maximum Price \$32,849,997.12

FNI recommends amending Archer Western's Construction Management at Risk Services Agreement to include GMP-3 in the amount of \$28,189,062.72, bringing the project Guaranteed Maximum Price to \$32,849,997.12.

RECOMMENDATION:

Motion was made by Lydia Moon and seconded by Beverly Short to authorize the City Manager to execute a construction contract with Archer Western not to exceed \$32,849,997.12.

This motion supported votes 6 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #7

CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2023-0026 ADOPTING THE PROPOSED BUDGET FOR FISCAL YEAR 2023-2024 BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, FOR THE CITY OF ALVARADO, TEXAS.

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, a public hearing was held on Monday, September 11, 2023, to provide the governing body 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.

Motion was made by Lydia Moon and seconded by Cherry Bryant to approve Ordinance No. 2023-0026, adopting and approving the 2023-2024 Fiscal Year Budget as shown on Exhibit A to said Ordinance.

A roll-call vote was taken with the following results:

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Jacob Wheat, Mayor			✓
Michael Bennett, Council Member, Place 1, Ward 1	✓		
Lydia Moon, Mayor Pro Tem, Place 1, Ward 2	✓		
Kevin Thomas, Council Member, Place 3, Ward 3	✓		
Beverly Short, Council Member, Place 4, Ward 1	✓		
Cherry Bryant, Council Member, Place 5, Ward 2	✓		
Scott Arthur, Council Member, Place 6, Ward 3	✓		

AGENDA ITEM #8

PUBLIC HEARING, CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2023-0027 FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024, AT THE RATE OF \$0.811895 PER ONE HUNDRED DOLLARS (\$100.00) AND DIRECTING THE ASSESSMENT THEREOF; PROVIDING FOR A DATE ON WHICH SUCH TAXES BECOME DUE AND DELINQUENT TOGETHER WITH PENALTIES AND INTEREST THEREON; PROVIDING FOR A PLACE OF PAYMENT; PROVIDING FOR APPROVAL OF THE TAX ROLLS PRESENTED TO THE CITY COUNCIL.

Mayor Wheat opened the Public Hearing at 7:35 p.m.

This ordinance sets the tax rate for Fiscal Year 2023-2024 at a rate of \$0.811895 per \$100 of assessed valuation and is \$0.000801 less than the current rate of \$0.812696. The proposed rate is made of the following components:

Tax Rate Component	Amount (per \$100 of valuation)
Maintenance & Operations (M&O)	\$0.611828
Interest & Sinking (I&S/Debt)	\$0.200067
Total Proposed Rate for FY 2023-2024	\$0.811895

On August 21, 2023, the City Council set the date for the public hearing on the proposed tax rate and scheduled the vote to adopt the proposed tax rate for September 18, 2023, at 6:30 p.m. in Council Chambers located at 104 W. College Avenue, Alvarado, Texas.

The State's Truth-in-Taxation law also requires calculation and publication of each taxing entity's no-new revenue tax rate, voter-approval rate, and de minimis rate. Notice of this public hearing was published in the Cleburne Times-Review on September 9, 2023, and a link to the notice is posted on the City's homepage. Included with this agenda item is a copy of the notice.

Section 26.05(b) of the Tax Code specifies that a motion to adopt an ordinance setting a tax rate that exceeds the no-new-revenue tax rate must be made in the following form:
 “I move that the property tax rate be increased by the adoption of a tax rate of \$0.811895, which is effectively an 18.96 percent increase in the tax rate.”

An ad valorem tax rate of \$0.811895 (M&O: \$0.611828; I&S \$0.200067) will generate \$3,816,801 (at a 100% collection rate) for M&O and \$1,247,854 for I&S.

The public hearing was closed at 7:36 p.m.

Motion was made by Lydia Moon and seconded by Kevin Thomas to move that the property tax rate be increased by the adoption of a rate of \$0.811895, which is effectively a 18.96 percent increase in the tax rate by adoption of Ordinance No. 2023-0027.

A roll-call vote was taken with the following results:

	<u>Aye</u>	<u>Nay</u>	<u>Abstention</u>
Jacob Wheat, Mayor			✓
Michael Bennett, Council Member, Place 1, Ward 1	✓		
Lydia Moon, Mayor Pro Tem, Place 1, Ward 2	✓		
Kevin Thomas, Council Member, Place 3, Ward 3	✓		
Beverly Short, Council Member, Place 4, Ward 1	✓		
Cherry Bryant, Council Member, Place 5, Ward 2	✓		
Scott Arthur, Council Member, Place 6, Ward 3	✓		

AGENDA ITEM #9

CONSIDER RATIFYING A PROPERTY TAX INCREASE REFLECTED IN THE CITY OF ALVARADO BUDGET APPROVED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 102.007.

Local Government Code Section 102.007(c) requires a city that is adopting a budget that will require raising more revenue from property taxes than in the previous year to conduct a separate vote to ratify the property tax increase reflected in the budget. This vote is in addition to, and separate from, the vote to adopt the budget or a vote to set the tax rate.

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

The Notice of Public Hearing Regarding the Proposed 2023-2024 Fiscal Year Budget with the statement required by Local Government Code, Section 102.0065(a) was published

in the Cleburne Times-Review on September 2, 2023, and is posted on the City's website. Additionally, the 2023 Notice of Public Hearing on Tax Increase was published in the Cleburne Times-Review on September 9, 2023 and is posted on the City's website.

An ad valorem tax rate of \$0.811895 (M&O: \$0.611828; I&S \$0.200067) will generate \$3,816,801 (at a 100% collection rate) for M&O and \$1,247,854 for I&S.

Motion was made by Beverly Short and seconded by Michael Bennett to approve.

This motion supported votes 6 in approval and 0 votes opposed. Motion carried.

AGENDA ITEM #10

PUBLIC HEARING, CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2023-0028 AMENDING CHAPTER 36 "TAXATION", ARTICLE II "AD VOLEREM PROPERTY TAX", OF THE CODE OF ORDINANCES TO ADOPT AN AD VOLEREM TAX FREEZE FOR RESIDENTIAL HOMESTEAD PROPERTY OWNERS WHO ARE DISABLED OR SIXTY-FIVE (65) YEARS OF AGE OR OLDER.

Mayor Wheat opened the Public Hearing at 7:39 p.m.

This ordinance is to adopt a tax freeze, also known as a tax ceiling, for Alvarado residential property owners who are either disabled or considered to be seniors (persons 65 years of age and older). The proposed tax freeze would go into effect with tax year 2024, after the total amount of ad valorem taxes levied on this segment of Alvarado residents (disabled and seniors) would not increase while the residential properties are retained by the same home owners.

If adopted, Alvarado disabled and senior residents would experience lower property taxable values, along with the amount of property taxes owed annually to the City. In addition, the City would incur foregone tax revenues from approximately 300 Alvarado disabled and senior residents. Foregone revenue amounts depend on multiple variables, such as the number of seniors and/or disabled persons being added or removed from the tax roll; and property values fluctuating (increasing/decreasing) from year-to-year.

To date, of the nine (9) cities in Johnson County, three (3) have not adopted a senior tax ceiling including Alvarado, Godley and Rio Vista.

An Ad Valorem tax freeze, for disabled and seniors, would impact City tax revenues at a differing rate from year-to-year.

The Public Hearing was closed at 7:40

Motion was made by Lydia Moon and seconded by Cherry Bryant to approve Ordinance, 2023-0028 amending Chapter 36, Article II of the Code of Ordinances to adopt an ad

valorem tax freeze for residential homestead property owners who are disabled or sixty-five years of age or older.

This motion supported votes 6 in approval and 0 votes opposed. Motion carried.

EXECUTIVE SESSION

No Executive session held in this meeting.

There being no further business, Mayor Wheat adjourned the meeting at 7:43 p.m.

Passed and approved this the 16th day of October, 2023.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date:

Contact: *Michael Dwiggin*

Phone: (817)879-1246

AGENDA ITEM:

Consideration and action to approve Ordinance # 2023-0030 amending Section 38.51, "Stop Signs Authorized," of Division 2, "Traffic Control Devices", of Article II, "Traffic Regulations," of Chapter, 38, "Traffic and Vehicles," of the Alvarado Code of Ordinances, to designate additional stop intersections in the City.

BACKGROUND & FINDINGS:

The following intersections need to have changes to the stop signs to make them safer for our community.

Section 38.51, "Stop Signs Authorized," of Division 2, "Traffic Control Devices," of Article II, "Traffic Regulations," of Chapter 38, "Traffic and Vehicles," of the Code of Ordinances is hereby amended to add new subsections (6), (7), and (8) to read as follows:

“

- (6) Griffith Park Trail at its intersection with Hollywood Park Trail: Four-way stop.
- (7) Shirley Drive at its intersection with Valverde Lane: Three-way stop.
- (8) Griffith Park Trail at its intersection with Battery Park Drive: Four-way stop.”

FINANCIAL IMPACT:

Minimal.

Public Works will install two stop signs and poles making the intersection a complete four way stop.

RECOMMENDATION:

Staff recommends City Council approve Ordinance 2023-0030 and the stop sign changes above.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ORDINANCE NO. 2023-0030

AN ORDINANCE AMENDING SECTION 38.51, “STOP SIGNS AUTHORIZED,” OF DIVISION 2, “TRAFFIC CONTROL DEVICES,” OF ARTICLE II, “TRAFFIC REGULATIONS,” OF CHAPTER 38, “TRAFFIC AND VEHICLES,” OF THE ALVARADO CODE OF ORDINANCES TO DESIGNATE ADDITIONAL STOP INTERSECTIONS IN THE CITY; DIRECTING CITY STAFF TO ERECT THE APPROPRIATE TRAFFIC CONTROL SIGNALS OR SIGNS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, City Staff has recommended designating additional stop signs at the intersections set forth in this ordinance due to traffic conflicts and pedestrian traffic, and the City Council concurs that such measure will promote traffic safety; and

WHEREAS, the City Council desires to amend and update the list of designated stop sign intersections in the City as set forth in Section 38.51, “Stop signs authorized,” of the Code of Ordinances to authorize the location and erection of additional stop signs; and

WHEREAS, the City Council has determined that placing stop signs in the locations outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the City and of the general public that will be traversing the roadways of the City.

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

SECTION 1.

Section 38.51, “Stop Signs Authorized,” of Division 2, “Traffic Control Devices,” of Article II, “Traffic Regulations,” of Chapter 38, “Traffic and Vehicles,” of the Code of Ordinances is hereby amended to add new subsections (6), (7), and (8) to read as follows:

“

- (6) Griffith Park Trail at its intersection with Hollywood Park Trail: Four-way stop.
- (7) Shirley Drive at its intersection with Valverde Lane: Three-way stop.

- (8) Griffith Park Trail at its intersection with Battery Park Drive: Four-way stop.”

SECTION 2.

The City staff is hereby authorized and directed to erect stop signs at the above intersections in accordance with this Ordinance.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this Ordinance shall be fined not more than Two Hundred Dollars (\$200.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

All rights and remedies of the City of Alvarado, Texas, are expressly saved as to any and all violations involving traffic safety which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

The City Secretary of the City of Alvarado is hereby directed to publish in the official newspaper of the City, the caption, severability clause, penalty clause, savings clause, publication clause, and effective date clause of this ordinance as provided by law.

SECTION 8.

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

PASSED AND APPROVED by the City Council of the City of Alvarado on this 16th day of October, 2023.

CITY OF ALVARADO, TEXAS

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary



City Council Meeting Management Report

Meeting Date: October 16, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action on the application of Chris Bruckner on behalf of Robert E. Russell, Independent Executor for the Charles Marvin Russell Estate, and Successor Executor for the Ernest Russell and the Dimple Russel Estate, for approval of a zoning change from Agricultural (A) District to General Commercial (C-2) District on 26.995 acres known as a portion of Tract 9 of the J. Mullican Survey, A-584, addressed at 6624 CR 604.

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 rezoning is anticipated to produce development consistent with the Comprehensive Plan.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On October 10, 2023, the Planning and Zoning Commission recommended Council _____ by a vote of _____.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Applicant's Boundary Survey
Location Map
Future Land Use Map
Zoning Map
General Commercial District Quick Reference
Property Owner Notice List
Notices
Drafted Ordinance 2023-0029

CITY OF ALVARADO

APPLICATION FOR ZONING CHANGES

DATE: 9/5/23 CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: CHRIS BRUCKNER PH: (806) 376-6273

MAILING ADDRESS: 9471 I-40 EAST, AMARILLO, TX 79118

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

NAME OF OWNER: Bruckner Truck Sales PH: (806) 376-6273

MAILING ADDRESS: 9471 I-40 E Amarillo, TX 79118

STREET ADDRESS OF PROPERTY: TBD ACREAGE: 26.995 AC.

LEGAL DESCRIPTION: SEE ATTACHED

PRESENT ZONE OF PROPERTY: AG PRESENT USE: VACANT FIELD

REQUESTED ZONE: C-2 PROPOSED USE: TRUCK DEALERSHIP/COMM

REASON FOR CHANGE: DEVELOPMENT

USAGE OF ADJACENT PROPERTY NORTH: TRUCK DEALERSHIP

SOUTH: MOBILE HOME & TRAILER SALES

EAST: VACANT LAND

WEST: INTERSTATE I-35

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: Chris Bruck

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

OWNER: Robert E Russell, Independent Executor - Charles Marvin Russell Estate, Successor Executor - Ernest Russell Estate & Dimple Russell estate

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

<Seal>

Notary Public in and for The State of Texas.

My Commission expires _____

0 300 600 900



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1954.58'	306.20'	305.88'	N 39°24'15" W	8°58'33"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 34°55'10" W	162.23'
L2	N 43°53'52" W	175.00'
L3	N 01°37'05" E	70.09'
L4	N 45°51'37" E	210.20'

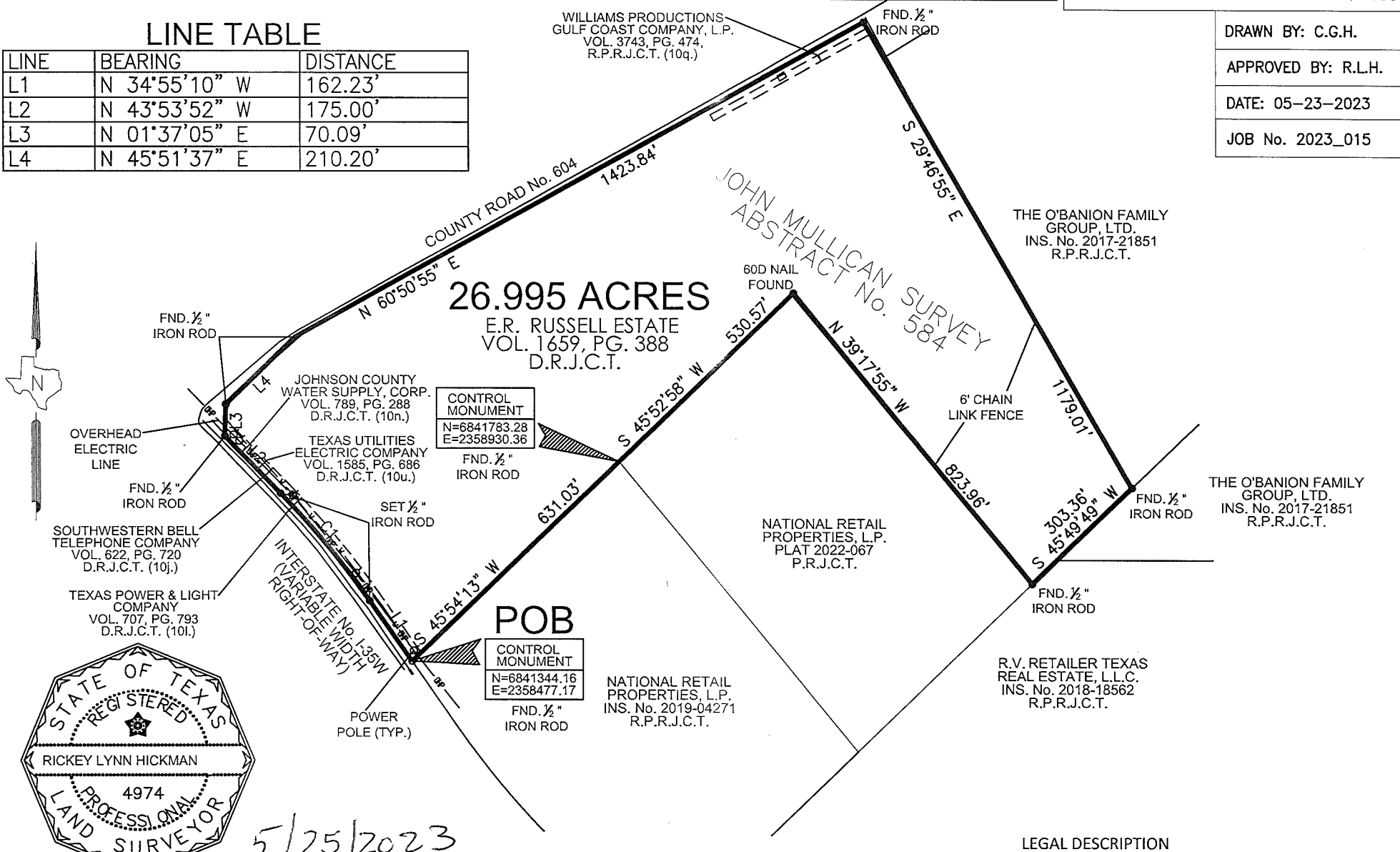
SURVEYOR:
FORT WORTH SURVEYING
P.O. BOX 760
ALVARADO, TX 76009
Phone: (817) 819-7391
FIRM REGISTRATION No. 10194635

DRAWN BY: C.G.H.

APPROVED BY: R.L.H.

DATE: 05-23-2023

JOB No. 2023_015



I HEREBY CERTIFY:

TO BRUCKNER TRUCK SALES, INC. A TEXAS CORPORATION, AND FIRST NATIONAL TITLE INSURANCE COMPANY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND IS TO THE BEST OF MY KNOWLEDGE CORRECT, AND THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS, OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON.

SURVEY WAS MADE ON THE GROUND MAY 2023

Rickey Lynn Hickman
RICKEY LYNN HICKMAN R.P.L.S. 4974

THIS SURVEY ALSO SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A CONDITION II SURVEY.

- Bearings shown hereon are based on the found monuments shown & referenced per the recorded deed.
- The legal description does form a mathematically closed figure with no gaps, gores or overlaps.
- All distances are measured in U.S. Feet.
- According to the Flood Insurance Rate Map for Johnson County, Texas & incorporated areas, Community Panel No. 48251C0215U, Dated December 4, 2012 affects no portion of this property.
- Bearings (and distances and coordinates) shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone Grid, and based on the North American Datum of 1988.
- There was a Gas Pad Site along County Road No. 604 South of the North Line Property Line that has since been abandoned.

REFERENCES:

THIS SURVEY WAS PREPARED IN CONJUNCTION WITH THE TITLE COMMITMENT LISTED BELOW:

TITLE COMMITMENT: G.F. # 23-728162-CB
FIRST NATIONAL TITLE INSURANCE COMPANY

DATE ISSUED: 03-15-23
EFFECTIVE DATE: 03-07-23

ONLY THOSE MATTERS IDENTIFIED IN THE TITLE COMMITMENT AND THOSE THAT THE SURVEYOR WAS AWARE OF AT THE TIME OF THIS SURVEY ARE SHOWN.

SCHEDULE B

- Easement to Texas Power & Light Company as recorded in Vol. 382, Pg. 336, D.R.J.C.T. does not affect subject property.
- Easement to Dalworth Conservation District as recorded in Vol. 422, Pg. 498, D.R.J.C.T. does not affect subject property.
- Easement to Texas Power & Light Company as recorded in Vol. 435, Pg. 66, D.R.J.C.T. does not affect subject property.
- Easement to Texas Power & Light Company as recorded in Vol. 440, Pg. 485, D.R.J.C.T. does not affect subject property.
- Easement to Southwestern Bell Telephone Company as recorded in Vol. 622, Pg. 720, D.R.J.C.T. does affect subject as shown.
- Agreement by and between Otis U. Percifield & Ernest Russell as recorded in Vol. 529, Pg. 649, D.R.J.C.T. does not appear to affect subject property.
- Easement to Texas Power & Light Company as recorded in Vol. 707, Pg. 793, D.R.J.C.T. does affect subject property as shown.
- Boundary Line Agreement as recorded in Vol. 667, Pg. 173, D.R.J.C.T. does not affect subject property.
- Easement to Johnson County Water Supply as recorded in Vol. 789, Pg. 288, D.R.J.C.T. does affect subject property along property line adjacent to I-35W Frontage Road but said water line was located by dig-ness provided by Johnson County Special Utility District and the location is shown hereon.
- Easement to Energy Transfer Fuel, L.P. as recorded in Vol. 3674, Pg. 760, D.R.J.C.T. does not affect subject property.
- Easement to Williams Production-Gulf Coast Company, L.P. as recorded in Vol. 3700, Pg. 676, D.R.J.C.T. does not appear to affect subject property.
- Easement to Williams Production-Gulf Coast Company, L.P. as recorded in Vol. 3743, Pg. 474, D.R.J.C.T. does affect subject property as shown.
- Easement to Williams Production-Gulf Coast Company, L.P. as recorded in Vol. 3846, Pg. 779, & Vol. 4605, Pg. 864, D.R.J.C.T. does not affect subject property.
- Ingress/Egress Rights across subject property as recorded in Ins. No. 2011-24731, R.P.R.J.C.T. does not affect subject property.
- Easement to Peregrine Pipeline Company, L.P. as recorded in Vol. 4213, Pg. 159, D.R.J.C.T. does not affect subject property.
- Easement to Texas Utilities Electric Company as recorded in Vol. 1585, Pg. 686, D.R.J.C.T. does affect subject property as shown.

BEING A 26.995 ACRE TRACT OF LAND SITUATED IN THE JOHN MULLICAN SURVEY, ABSTRACT No. 584 AND BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO RUSSELL ESTATE, AS RECORDED IN VOLUME 1659, PAGE 388, DEED RECORDS, JOHNSON COUNTY, TEXAS (D.R.J.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2" IRON ROD FOUND, SAID IRON ROD BEING IN THE EAST RIGHT OF WAY (R.O.W.) OF INTERSTATE No. 35 WEST (I-35W) AND THE SOUTHEAST CORNER OF SUBJECT PROPERTY;

FOLLOWING CALLS ARE ALONG THE EAST R.O.W. OF SAID I-35W AS FOLLOWS:

THENCE N 34°55'10" W CONTINUING ALONG EAST R.O.W. OF I-35W A DISTANCE OF 162.23 FEET TO A 1/2" IRON ROD SET WITH A YELLOW FORT WORTH SURVEYING CAP, SAID IRON ROD BEING THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 1954.58 FEET;

THENCE ALONG SAID CURVE THE LEFT AN ARC LENGTH OF 306.20 FEET, WITH A CHORD BEARING OF N 39°24'15" W AND A CHORD LENGTH OF 305.88 FEET TO A 1/2" IRON ROD SET WITH A YELLOW FORT WORTH SURVEYING CAP;

THENCE N 43°53'52" W A DISTANCE OF 175.00 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 01°37'05" E A DISTANCE OF 70.09 FEET TO A 1/2" IRON ROD FOUND, SAID IRON ROD BEING IN THE SOUTH R.O.W. OF COUNTY ROAD No. 604;

THENCE N 45°51'37" E DEPARTING EAST R.O.W. OF SAID I-35W AND ALONG THE SOUTH R.O.W. OF COUNTY ROAD No. 604 A DISTANCE OF 210.20 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 60°50'55" E A DISTANCE OF 1423.84 FEET TO A 1/2" IRON ROD FOUND; FOLLOWING CALLS ARE GENERALLY ALONG A 6 FOOT CHAIN LINK FENCE AS FOLLOWS:

THENCE S 29°46'55" E DEPARTING SAID COUNTY ROAD No. 604 A DISTANCE OF 1179.01 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 45°49'49" W A DISTANCE OF 303.36 FEET TO A 1/2" IRON ROD FOUND;

THENCE N 39°17'55" W A DISTANCE OF 823.96 FEET TO A 60D NAIL FOUND;

THENCE S 45°52'58" W A DISTANCE OF 530.57 FEET TO A 1/2" IRON ROD FOUND;

THENCE S 45°54'13" W A DISTANCE OF 631.03 FEET TO THE POINT OF BEGINNING, AND CONTAINING 26.995 ACRES OF LAND, MORE OR LESS.

TITLE SURVEY of
26.995 ACRES
E.R. RUSSELL ESTATE
VOL. 1659, PG. 388
DEED RECORDS,
JOHNSON COUNTY, TEXAS
ALVARADO, TEXAS
JOHN MULLICAN SURVEY,
ABSTRACT No. 584

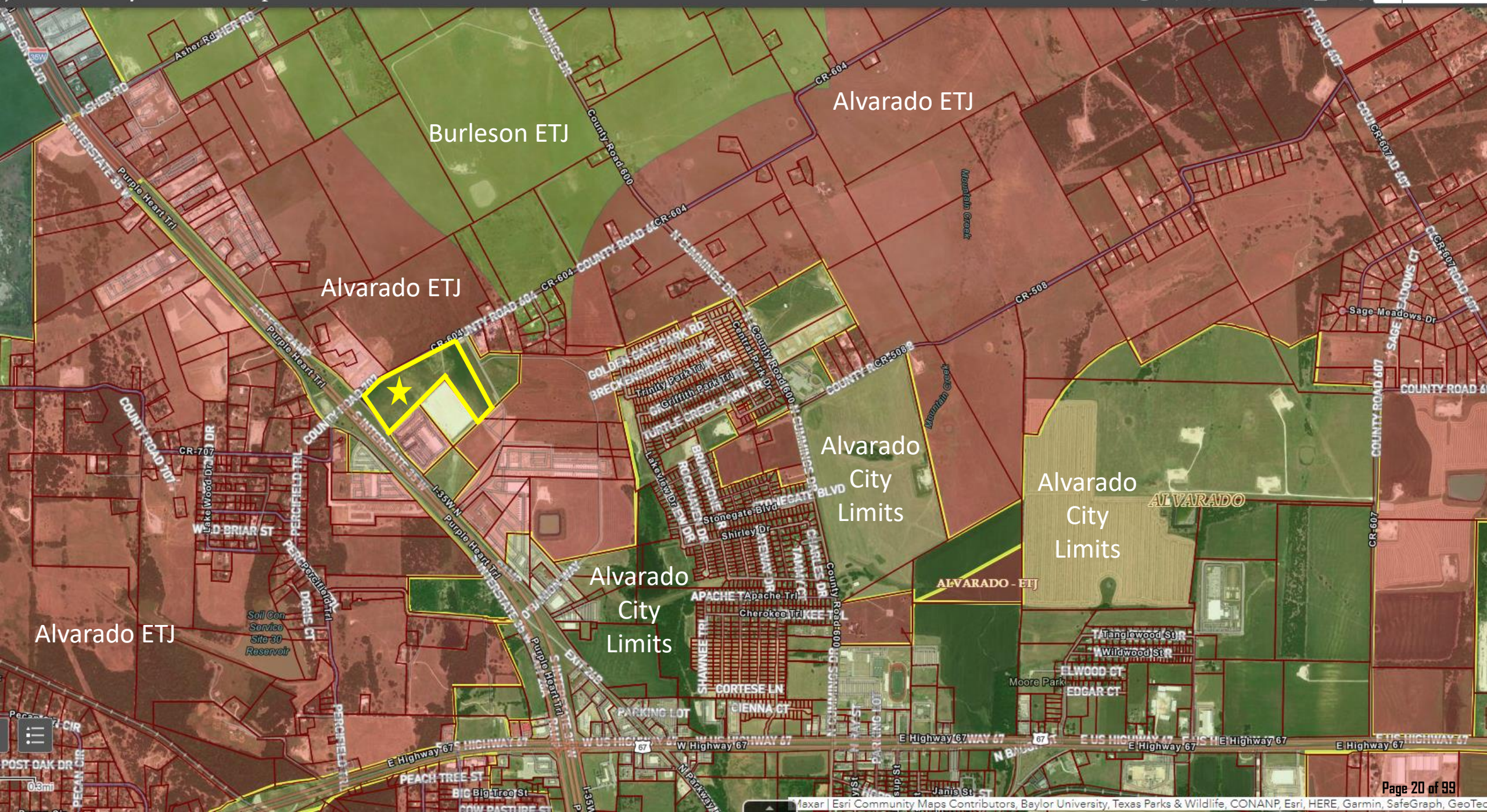
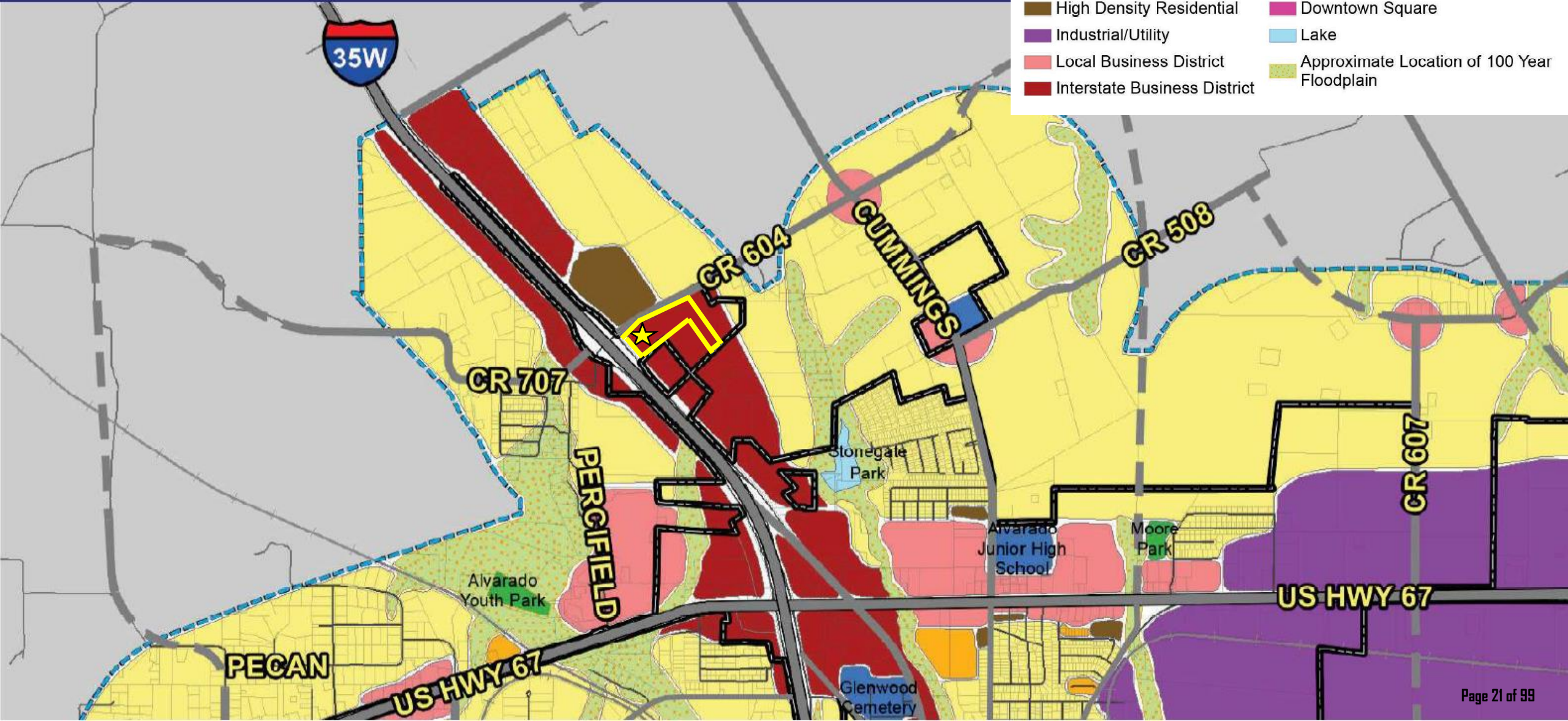


Figure 18. Future Land Use

Future Land Use

- | | |
|------------------------------|---|
| Low Density Residential | Parks and Open Space |
| Medium Density Residential | Public/Semi-Public |
| High Density Residential | Downtown Square |
| Industrial/Utility | Lake |
| Local Business District | Approximate Location of 100 Year Floodplain |
| Interstate Business District | |



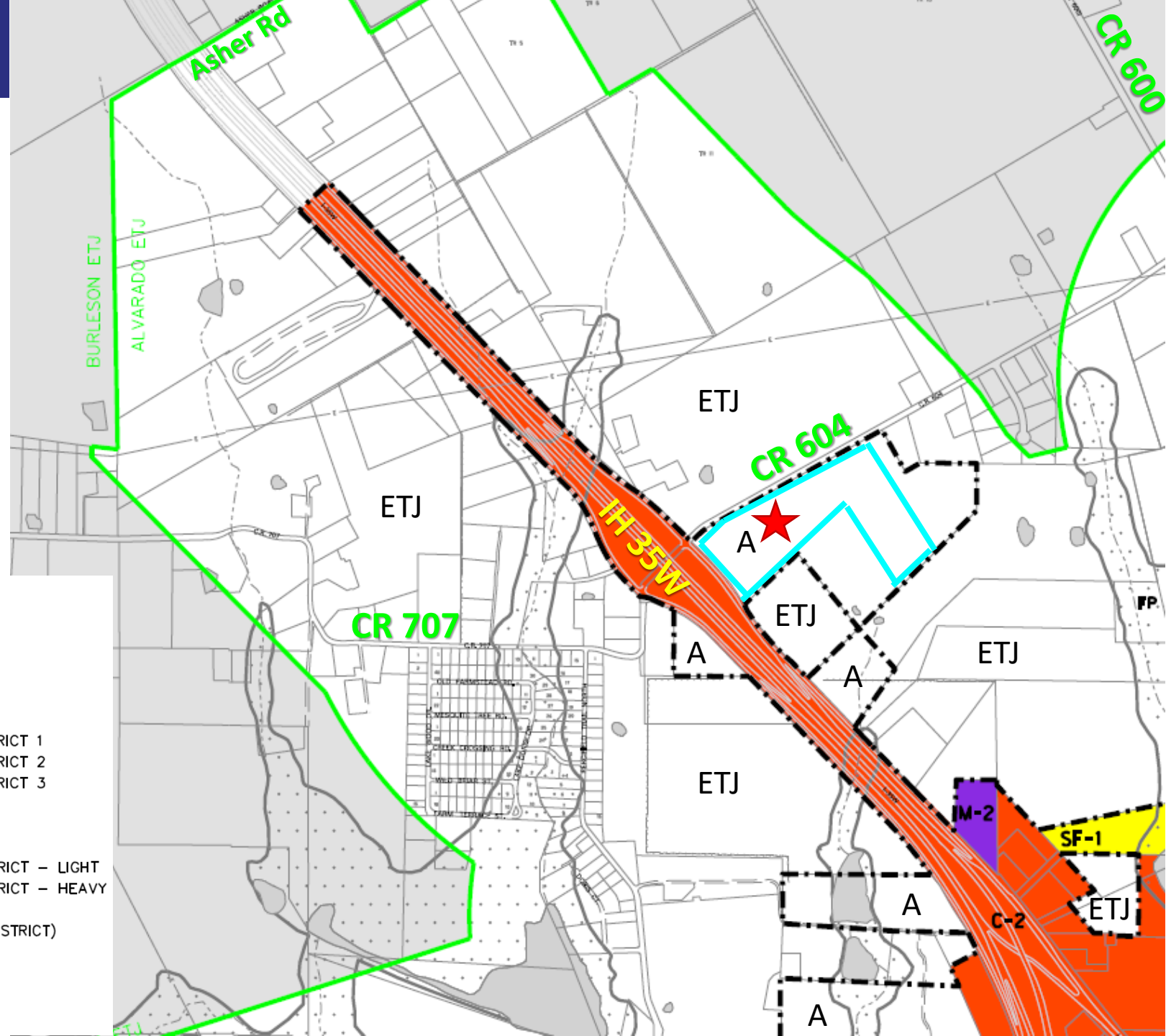
Zoning Map

(A Closer Look)

Current Record

ZONING DISTRICTS

-----	INCORPORATED CITY LIMIT
A	AGRICULTURAL DISTRICT
SF-1	SINGLE FAMILY DISTRICT 1
SF-2	SINGLE FAMILY DISTRICT 2
TF	TWO FAMILY (DUPLIX) DISTRICT
MH-1	MANUFACTURED HOME PARK DISTRICT 1
MH-2	MANUFACTURED HOME PARK DISTRICT 2
MH-3	MANUFACTURED HOME PARK DISTRICT 3
MF	MULTY FAMILY DISTRICT
C-1	COMMERCIAL DISTRICT 1
C-2	COMMERCIAL DISTRICT 2
M-1	MANUFACTURING/INDUSTRIAL DISTRICT - LIGHT
M-2	MANUFACTURING/INDUSTRIAL DISTRICT - HEAVY
PD	PLANNED DEVELOPMENT DISTRICT
FP	FLOODPLAN DISTRICT (OVERLAY DISTRICT)
IN	INSTITUTIONAL DISTRICT
CBD	CENTRAL BUSINESS DISTRICT
SFA	SINGLE FAMILY APARTMENTS
GH	GARDEN HOMES



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)

Alvarado Address	Owner within 200 Feet	Mailing Address	City	State	Zip Code	PID
5221 S. IH 35W	National Retail Properties LP	450 S. Orange Ave Ste 900	Orlando	FL	32801	126.2142.01010
5473 S. IH 35W	The O Banion Family Group LTD	2150 S. Hwy A1A	Vero Beach	FL	32963	126.0584.00351

	Owner, Applicant, ISD	Mailing Address	City	State	Zip Code
Chris Bruckner	Bruckner Truck Sales	9471 I-40 E	Amarillo	TX	79118
	E. R. Russell Est	30571 Los Altos Drive	Redlands	CA	92373



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

September 27, 2023

E. R. Russell Estate
30571 Los Altos Drive
Redlands, CA 92373

The City of Alvarado has received your request for approval of a zoning change from Agricultural (A) District to General Commercial (C-2) District on 26.995 acres known as a portion of Tract 9 of the J. Mullican Survey, A-584, addressed at 6624 CR 604.

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 10th day of October 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 16th day of October 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

September 27, 2023

Bruckner Truck Sales
Attn: Chris Bruckner
9471 I-40 E
Amarillo, TX 79118
806.376.6873

The City of Alvarado has received your request for approval of a zoning change from Agricultural (A) District to General Commercial (C-2) District on 26.995 acres known as a portion of Tract 9 of the J. Mullican Survey, A-584, addressed at 6624 CR 604.

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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

September 27, 2023

Dear Property Owner,

The City of Alvarado has received the request made by Chris Bruckner on behalf of the E. R. Russell Estate for approval of a zoning change from Agricultural (A) District to General Commercial (C-2) District on 26.995 acres known as a portion of Tract 9 of the J. Mullican Survey, A-584, addressed at 6624 CR 604.

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NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 16th day of October 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

PUBLIC NOTICE

Notice is hereby given that the Alvarado Planning and Zoning Commission will conduct a public hearing at their regularly scheduled meeting in the Council Chambers at Alvarado City Hall on Tuesday, October 10, 2023 at 6:30 P.M. to consider and act on the items below.

Application of Chris Bruckner on behalf of Robert E. Russell, Independent Executor for the Charles Marvin Russell Estate, and Successor Executor for the Ernest Russell and the Dimple Russell Estate, for approval of a zoning change from Agricultural (A) District to General Commercial (C-2) District on 26.995 acres known as a portion of Tract 9 of the J. Mullican Survey, A-584, addressed at 6624 CR 604.

The Alvarado City Council will also conduct a public hearing and consider the recommendations of the Planning and Zoning Commission regarding the above matters on Monday, October 16, 2023 at 6:30 p.m. in the Council Chambers at Alvarado City Hall, 104 W. College Avenue.

ORDINANCE NO. 2023-0029

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING FROM AGRICULTURAL (A) DISTRICT TO GENERAL COMMERCIAL (C-2) DISTRICT, A PORTION OF TRACT 9 OF THE J. MULLICAN SURVEY, A-584, BEING 26.995 ACRES ADDRESSED AT 6624 CR 604, 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 26.995 acres known as a portion of Tract 9 of the J. Mullican Survey, A-584, addressed at 6624 CR 604 from a Agricultural (A) 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 16th day of October, 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: October 16, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action on a Lake Alvarado encroachment agreement with Scott and Shirley Bearden, owners of 0.341 acres known as the north portion of Lot 17, Block 1 of the B. F. Shultz Addition in Alvarado Extraterritorial Jurisdiction, addressed at 1624 Woodview Drive.

BACKGROUND & FINDINGS:

According to the Central Appraisal District of Johnson County, Scott and Shirley Bearden's deed to the property at 1624 Woodview Drive is dated October 12, 2022. Per Google Earth imagery, a boat dock on Lake Alvarado from the shoreline of 1624 Woodview Drive predates 199 and was last found to be in good structural condition in the imagery dated October 2014. The Bearden's request to replace the existing dilapidated boat dock with a new boat dock of similar character. No previous permit or agreement has been found on record. The attached encroachment agreement grants permission for the proposed boat dock on Lake Alvarado that is owned by the City of Alvarado. The agreement also includes indemnity provisions to release the City from liability and provisions authorizing the City to terminate the agreement to implement a compelling public interest.

The Alvarado Comprehensive Plan of June 2017 indicates participants in the public involvement process desire more recreational opportunities around Lake Alvarado. The Plan provides the following long-term recommendations regarding lakefront development but nothing specific to private boat docks or piers.

- Purchase Lakefront Lots
- Plan for RV Park and Campgrounds
- Plan for Multi-Purpose Facility (civic center or retreat center)

FINANCIAL IMPACT:

None.

RECOMMENDATION:

The City's Development Review Committee (DRC) recommends Council approve the attached encroachment agreement and consider adoption of a comprehensive Lake Ordinance in the near future.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Building Permit Application
Location Map
Future Land Use Map
Photo of Existing Boat Dock
Applicant's Boat Dock Plans
Comprehensive Plan Recommendations
Drafted Encroachment Agreement

Receipt # _____

CITY OF ALVARADO

BUILDING / REMODEL PERMIT APPLICATION

Date: 9/28/2023 Clerk: _____ Permit Number: _____Type of Permit: Boat Dock Sq Ft: 332 Job Value: \$46,700Description: Remodel boat dock & extensionLocation Address: 1624 Woodview Drive 76009 Residential / Commercial ^XOwner/ Tenant: scott Beareden Mailing Address: 1616 Woodview Drive 76009 Phone: 817-437-5089

Contractor Name	Phone	Mailing Address	Fee Paid (X)
General: <u>Oasis Boat Docks, LLC</u>	<u>682-500-8971</u>	<u>602 E US HWY 377 Granbury TX 76048</u>	<u>-</u> ()
E-mail Address: <u>hello@oasisdocks.com</u>			
Electrical: <u>N/A</u>			<u>-</u> ()
E-mail Address: _____			
Mechanical: <u>N/A</u>			<u>-</u> ()
E-mail Address: _____			
Plumbing: <u>N/A</u>			<u>-</u> ()
E-mail Address: _____			
Irrigation: <u>N/A</u>			<u>-</u> ()
E-mail Address: _____			
Fire Sprinkler System: <u>(Separate application form required)</u> ^{N/A}			<u>-</u> ()
(required on commercial buildings 6,000 sq. ft. and over)			

Before beginning renovation projects which include the disturbance of any asbestos-containing material written notification must be submitted to TDSHS at least 10 working days prior to the project start date. If public or commercial remodel or demolition, was an asbestos survey performed in accordance with Texas Asbestos Health Protection Rules (TAHPR) and the National Emission Standards for Hazardous Air Pollutants (NESHAP)? Yes _____ No _____ Date of survey: ____/____/____ TDH Inspector License No. _____ *If the answer is No, then as the owner/operator of the renovation/demolition site, I understand that it is my responsibility to have this asbestos survey conducted in accordance with Texas Asbestos Health Protection Rules (TAHPR) and the National Emission Standards for Hazardous Air Pollutants (NESHAP) prior to a renovation/demolition permit being issued by the City of Alvarado. If new home, improvement to interior of existing home over \$10,000, or material improvement other than re-roofing the business or individual must be registered with Texas Residential Construction Commission.

I have carefully read the completed application and know the same is true and correct and hereby agree that if a permit is issued, all provisions of the Ordinances and State Laws will be complied with, whether herein specified or not. I agree to comply with all property restrictions. I am the owner of the above property or his duly authorized agent. Permission is hereby granted to enter premises and make all inspections. I understand that the city has a franchise with Allied Waste and they must be used for all solid waste disposal.

No construction is to begin until porta potties are on the job site.

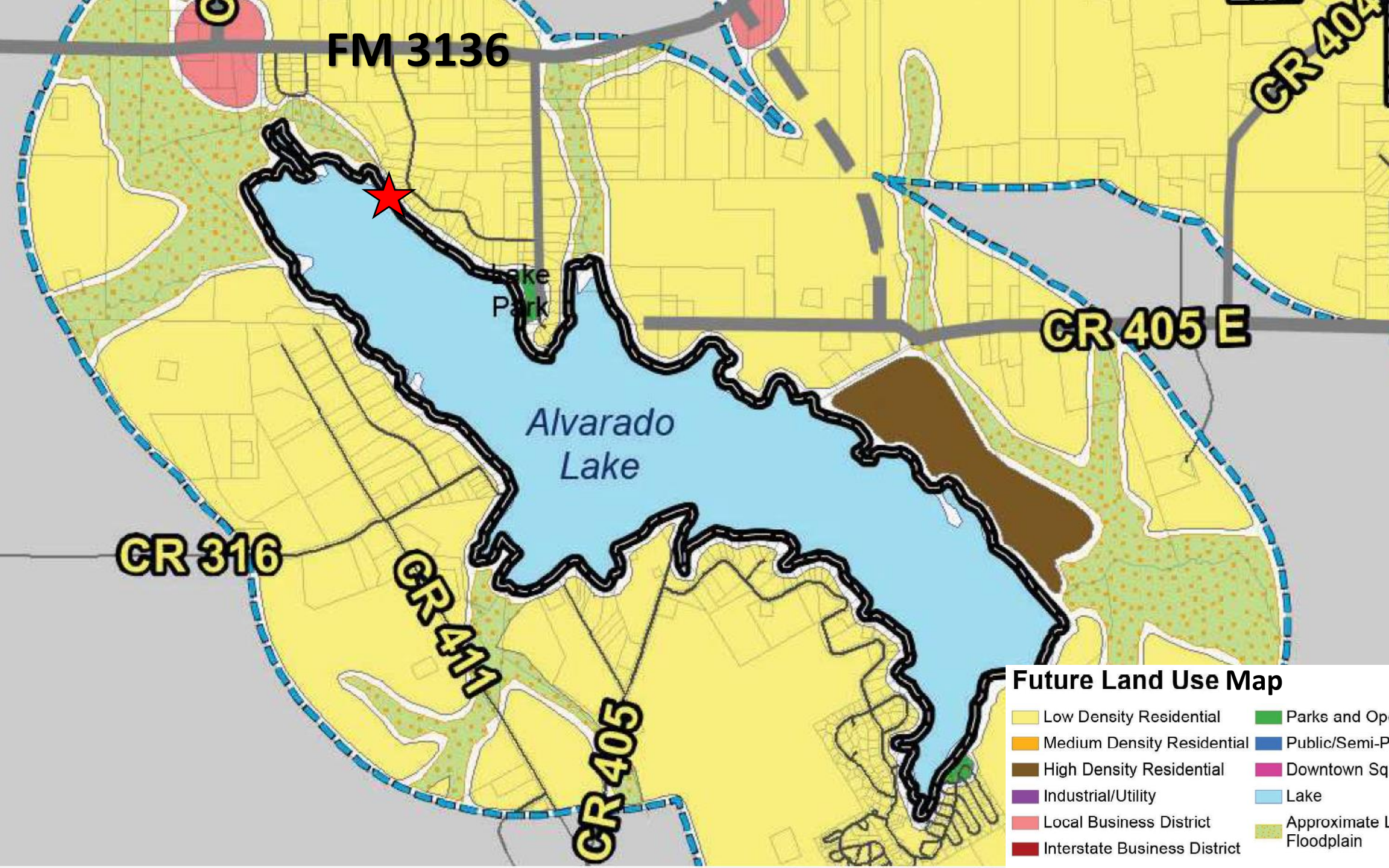
A trash bin (4-sided box or roll-off dumpster) must remain on the job site until the construction is complete. If using a roll-off dumpster, Republic Waste must be used for all solid waste disposal. Failure to contain construction debris/refuse in a trash bin will stop all inspections and could result in a fine up to \$500 (Ord. 14-127).

Applicant's Signature: Matthew Bartholow

Property Owners Signature (If leased) _____

Signature	Approval	Disapproval	Date
Building Official: _____	_____	_____	_____
Fire Marshall: _____	_____	_____	_____
Public Works Director: _____	_____	_____	_____
Community Devel. Director: _____	_____	_____	_____





Future Land Use Map

- | | |
|------------------------------|---|
| Low Density Residential | Parks and Open Space |
| Medium Density Residential | Public/Semi-Public |
| High Density Residential | Downtown Square |
| Industrial/Utility | Lake |
| Local Business District | Approximate Location of 100 Year Floodplain |
| Interstate Business District | |

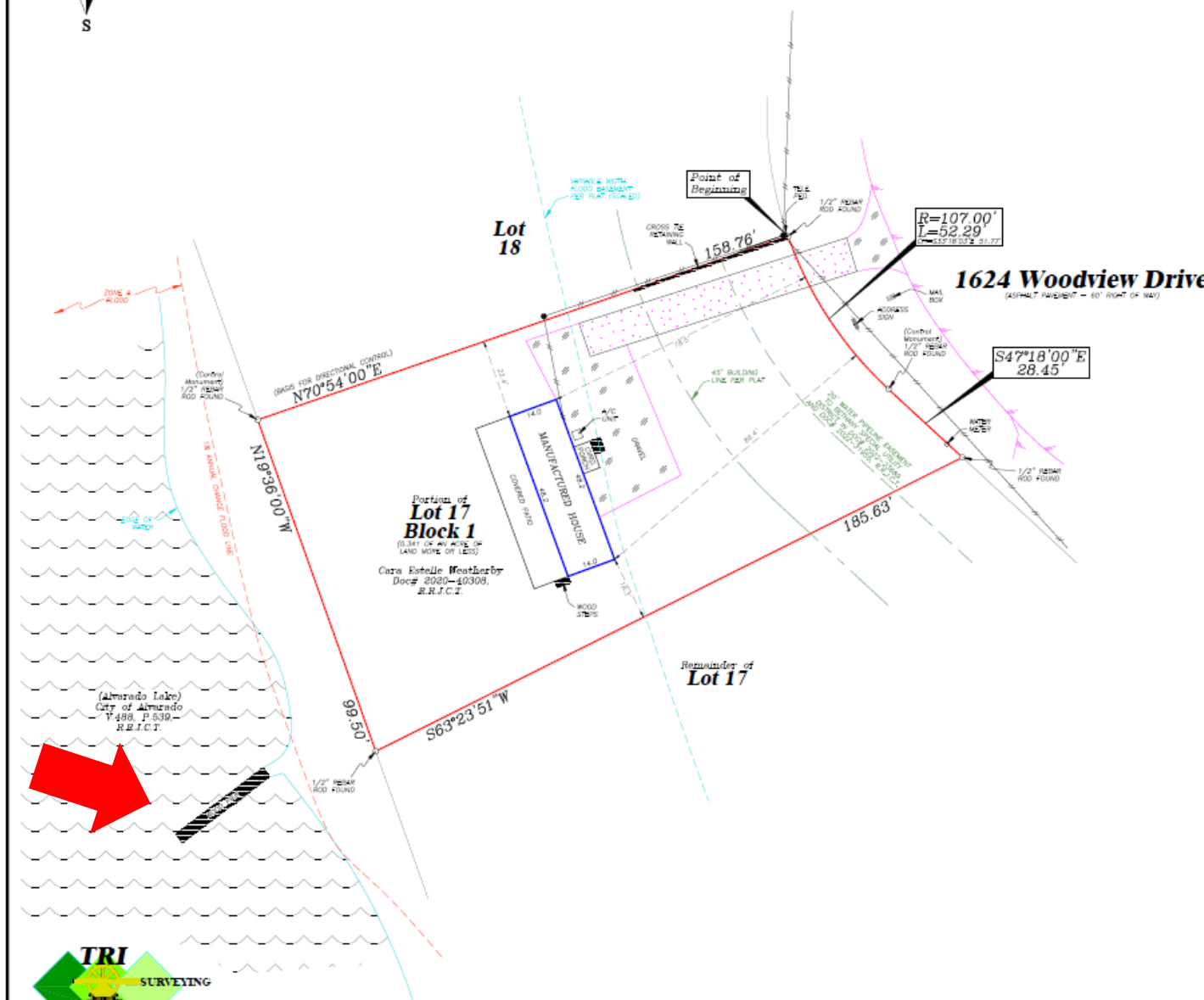
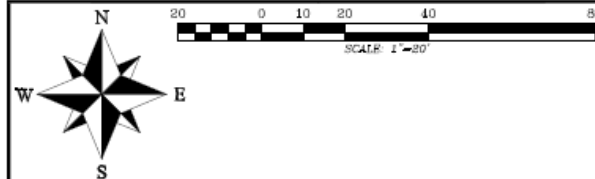






OASIS
OUTDOORS
• SEAWALLS • PATIOS





Legal Description

Abstract Number 536, Johnson County, Texas according to the map or plot thereof recorded in Volume 1, Page 93, of the Map Records, Johnson County, Texas and being the same tract of land described in a deed to Cara Estelle Weatherby recorded in Document Number 2020-40398, Real Records, Johnson County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" rebar rod found in the southwest line of Woodview Drive, an existing 60 feet wide right of way for the northeast corner of Lot 17, same being the southeast corner of Lot 18;

THENCE along a curve to the left with a radius of 107.00 feet and a chord of S33°18'03"E 51.77 feet, an arc distance of 52.29 feet along the southwest line of Woodview Drive to a 1/2" rebar rod found (Control Monument);

THENCE S47°18'00"E., 28.45 feet along the southwest line of
Woodview Drive to a 1/2" rebar rod found for the southeast
corner of the Weatherby tract;

THENCE S63°23'51" W, 185.63 feet through Lot 17 to a 1/2" rebar
rod found for the southwest corner of the Weatherby Tract, same
being the centerpoint of the west line of Lot 17 and being in
the east line of Alvarado Lake, said lake being a tract of land
described in a deed to the City of Alvarado recorded in Volume
488, Page 539, Real Records, Johnson County, Texas;

THENCE N19°36'00"W, 99.50 feet along the west line of Lot 17, same being the east line of Alvarado Lake to a 1/2" rebar rod found (Control Monument) for the northwest corner of Lot 17, same being the southwest corner of Lot 18;

THENCE N70°54'00"W (BASIS FOR DIRECTIONAL CONTROL), 158.76 feet along the common line of Lot 17 and Lot 18 to the POINT OF BEGINNING and containing 0.941 of an acre of land more or less.

Note:
According to the Flood Insurance Rate Map for Tarrant County, Texas, and Incorporated Areas, Community Panel Number 48251C 0200 J, Dated December 4, 2012, this tract is in Zone X an area not in the 1% annual chance flood.



This sketch accurately represents as on the ground survey performed under my direction and supervision, and shows all property corners, and visible improvements, encroachments, and easements that have been provided to me. This survey has been performed solely for this transaction only, as indicated by the Guaranty File Number as stated on this drawing, and is not to be

Page 46 of 99
09-26-2022

LAKEFRONT DEVELOPMENT

During the public involvement process, participants indicated the desire to have more recreational opportunities around the lake and more public access. The area is primarily residential and the City owns a small park on the water's edge that includes a boat ramp. The development of the lake area can be an asset to Alvarado and attract visitors from the region, especially since Lake Alvarado is a constant level lake. The following are recommendations to enhance the lake area and promote tourism and recreation.

Purchasing Lakefront Lots

Since most of the lake front property is under private ownership, it is important for the City to purchase lake front lots as they become available. This land can be developed into parks or other recreational facilities or can be held to sell to a developer. To do this, the City should identify and prioritize the areas that would be appropriate for purchase. The City would then need to establish a budget for the acquisition of these lands, weight the costs and benefits, and consider pursuing negotiations with property owners or wait until the land becomes available.



RV Park and Campgrounds

The development of RV parks and campgrounds would enhance the recreational element of the lake area. The City should update the zoning ordinance to allow for RV parks and campgrounds in certain areas and create a set of development standards. The minimum size for RV parks should be about three acres. Most RV spaces should have a surfaced area with availability to water, sewer, and electricity. It is also important for internal streets in the RV park to be able to accommodate the turning radius for emergency vehicles.



Multi-Purpose Facility

The development of a multi-purpose facility, like a civic center or retreat center, would greatly benefit the City. This facility would attract visitors from around the region. This type of facility should also support the recreational elements around the lake. This facility could be City-owned and operated, or the City could seek out a private developer. This facility would also provide more jobs in Alvarado, especially for high-school age youth. The City should develop a concept plan for this facility and target and attract potential developers or partners. This type of development would also require a zoning change to the area around the lake.



ENCROACHMENT AGREEMENT

This Agreement is made and entered into by and between the City of Alvarado, a home rule municipal corporation in Johnson County, Texas, hereinafter referred to as "the City," acting herein by and through its duly authorized City Manager, and Scott and Shirley Bearden, natural persons, hereinafter referred to as "Grantee."

TERMS AND PROVISIONS

1. Subject to the terms and limitations stated in this Agreement, for and in consideration of Grantee's true and faithful performance of the covenants herein contained, the City hereby grants to Grantee exclusive permission to encroach upon, use, and occupy the property located between the edge of the lake and the property line located at 1624 Wood View Drive and the property located 100 feet into Lake Alvarado from the water's edge as depicted on the survey or drawing shown on **Exhibit A**, attached hereto and incorporated herein, such area hereinafter referred to as the "Encroachment Area," for the sole purpose of maintenance, upkeep, and use of the Exclusive Encroachment Area. **Exhibit A** is incorporated herein by reference and is considered part of this instrument.

2. Grantee shall not construct any improvements or alter the Encroachment Area without the City's express prior written consent.

3. Grantee shall not be entitled to any other or further encroachments in, under, on, or above the property of the City, including its streets, public rights-of-way, and parks, without the City's express prior written consent.

4. Grantee shall take reasonable efforts to avoid damage to any and all public improvements while using the Encroachment Area, including any pavement and municipal and other public utilities, and shall promptly repair any such damage, or arrange for repair of such damage at Grantee's expense. Grantee's right to encroach as provided herein shall not include any portion of the water's immediate shoreline other than a constructed pier/boat dock.

5. During the term of this Agreement, the City may enter and utilize the Encroachment Area at any time for the purpose of installing or maintaining utilities and other improvements necessary for the health, safety, and welfare of the public or for any other public purpose, and in this regard, the City shall bear no responsibility or liability for disruption of use by Grantee or its successors, but the City will make reasonable efforts to prevent and/or minimize such disruption.

6. In the event that the Encroachment Area is needed for additional public utilities or other municipal purposes, Grantee acknowledges and agrees that the City may terminate Grantee's right to use the Encroachment Area upon ninety (90) days written notice.

7. The initial term of this Agreement shall be for three (3) years, with successive automatic one (1) year renewals, commencing on the date this Agreement is fully executed, subject to termination as provided elsewhere herein. In addition, it is specifically understood and agreed that the rights, duties, obligations, and liabilities herein set forth shall be personal to Grantee, and shall automatically terminate upon the sale, transfer, assignment, or other conveyance of Grantee's nearby property to any person or entity not a party to this Agreement, unless otherwise agreed in writing by the City.

8. Upon the termination of this Agreement, Grantee shall, at the option of the City, and at no expense to the City, remove all of Grantee's improvements in the Encroachment Area, if any, and restore the Encroachment Area to a condition reasonably similar to that existing before construction of such improvements.

9. In the event this Agreement is cancelled and terminated as provided in Paragraph 6 or 10, the City will give Grantee ninety (90) days written notice of the City's intent to utilize the Encroachment Area. Grantee shall remove any improvements in the Encroachment Area permitted by this Agreement within such time period. The City will make reasonable efforts to avoid interfering with Grantee's use of the Encroachment Area until such time period has expired unless approved by Grantee.

10. It is further understood and agreed between the parties hereto that the City's property and rights-of-way, which Grantee is hereby granted permission to use and encroach upon, are held by the City for the benefit of the public; that the City exercises such powers over such public property as have been delegated to it by the Constitution of the State of Texas or by the Legislature; and that the City cannot contract away its duty and its legislative power to control the right-of-way and property for the use and benefit of the public. It is accordingly agreed that if the City Council of the City should, at any time during the term hereof, determine in its sole discretion there is a public need that requires the termination of Grantee's use of the Encroachment Area, including but not limited to underground, surface or overhead communication, drainage, wastewater collection, transfer and disposal, transmission of natural gas or electricity or other utility lines, park purposes or other recreational facilities or any other public purpose, whether presently contemplated or not, then this Agreement may be automatically cancelled and terminated upon a majority vote of the City Council.

11. Grantee understands and agrees that the granting of permission for any encroachment hereunder is not meant to convey to Grantee any right to use or occupy property other than or in excess of the contemplated encroachment purposes, or extend to a third party, regardless of whether Grantee attempts to assign or transfer any rights under this Agreement to such third party.

12. Grantee agrees to comply fully with all applicable federal, state, and local laws, statutes, ordinances, codes, or regulations in connection with the construction, operation, and maintenance of any improvements located in the Encroachment Area.

13. Grantee covenants and agrees that it shall operate hereunder as an independent entity as to all rights and privileges granted hereunder and not as an officer, agent, servant, or employee of the City; that other than the City's ordinances and other regulations applicable to all roadway users, Grantee shall retain exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees; that the doctrine of respondeat superior shall not apply as between the City and Grantee, its officers, agents, servants, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Grantee.

14. GRANTEE COVENANTS AND AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY, AND DOES HEREBY RELEASE, HOLD HARMLESS, INDEMNIFY, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE OCCUPANCY, USE, EXISTENCE, OR LOCATION OF THE ENCROACHMENT AREA AND THE CONSTRUCTION, MAINTENANCE, REMOVAL, OR ALTERATION OF ANY IMPROVEMENTS IN THE ENCROACHMENT AREA, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES OF THE CITY, INCLUDING ALL DAMAGES, COSTS, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS; AND GRANTEE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. GRANTEE LIKEWISE HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY AND HEREBY INDEMNIFIES THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF GRANTEE, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE OCCUPANCY, USE, EXISTENCE, OR LOCATION OF THE ENCROACHMENT AREA AND THE CONSTRUCTION, MAINTENANCE, REMOVAL, OR ALTERATION OF ANY IMPROVEMENTS IN THE ENCROACHMENT AREA.

15. Grantee agrees to maintain public liability insurance covering all public risks related to the proposed use and occupancy of public property as located and described in Exhibit A. The amounts of such insurance shall be not less than the following:

Property damage, per occurrence	\$1,000,000
Personal injury or death, per occurrence	\$5,000,000

Grantee agrees that such insurance amounts must be reasonably increased at the City's option and that Grantee covenants and agrees to so revise such amounts within thirty

(30) days following notice to Grantee of such requirement. Such insurance policy shall provide that it cannot be cancelled or amended without at least thirty (30) days prior written notice to the City, and shall name the City as an additional insured.

Grantee agrees to submit a certificate of insurance prior to execution of this Agreement, and annually to the City on the anniversary date of the execution of this Agreement evidencing such coverage.

The amount of all required insurance policies is not deemed to be a limitation on Grantee's obligations to indemnify and hold harmless the City, as set forth in Section 14, and in the event Grantee or the City become liable in an amount in excess of the amount or amounts of the policies, then Grantee, in accordance with Section 14, must hold harmless and indemnify the City from any and all liability not satisfactorily covered by such insurance proceeds.

16. Grantee agrees to deposit with the City when this Agreement is fully executed a sufficient sum of money to be used to pay necessary fees to record this Encroachment Agreement in its entirety in the deed records. After being so recorded, the original hereof shall be returned to the City Secretary of the City.

17. Grantee covenants and agrees to exercise reasonable care in all aspects of its conduct and operations in the Encroachment Area, and to maintain the Encroachment Area and any improvements constructed therein by Grantee in a neat, safe, and good condition at all times.

18. In addition to the other grounds for termination provided for in this Agreement, this Agreement may be terminated by the City should Grantee breach any terms or conditions set forth in this Agreement.

19. Grantee agrees that this Agreement is fully performable in Johnson County, Texas, and should any action, at law or in equity, arise out of the terms of this Agreement or on account of Grantee's maintaining the encroachments described herein, venue for said action shall be in the state courts of Johnson County, Texas. In any action brought by either party, the prevailing party shall be entitled to recover interest and reasonable attorney's fees.

20. All notices, demands, requests or replies provided for or permitted by this Agreement shall be in writing and shall be deemed delivered when to the addresses stated below by any one of the following methods: (1) by personal delivery confirmed by signed receipt; (2) by deposit with the United States Postal Service by certified or registered mail, return receipt requested, postage prepaid; or (3) by deposit with an overnight express delivery service, confirmed by signed receipt.

To the City:

City of Alvarado
Attn: City Manager
104 W. College Avenue
Alvarado, TX 76009

To Grantee:

Scott and Shirley Bearden
1624 Wood View Drive
Alvarado, TX 76009

21. This Agreement and the exhibits incorporated and attached hereto constitute the entire agreement between the City and Grantee for the uses granted. All other agreements, promises, and representations with respect thereto, unless contained in this Agreement, are expressly revoked, as it is the intention of the parties to provide for a complete understanding, within the provisions of this document, and the exhibits incorporated and attached hereto, of the terms, conditions, promises, and covenants relating to Grantee's exclusive use of the Encroachment Area.

22. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

23. No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of the covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof. It is expressly understood that if at any time Grantee is in default in any of its conditions or covenants hereunder, the failure on the part of the City to promptly avail itself of said rights and remedies which the City may have, will not be considered a waiver on the part of the City, but the City may at any time avail itself of said rights or remedies or elect to terminate this Agreement on account of said default, unless expressly provided otherwise herein.

24. Nothing in this Agreement shall be construed against either party, it being understood that both parties contributed to the preparation of this Agreement.

25. Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity, or of any applicable limitation on damages, or any other legal protection or defense or privilege of the City, except to the extent expressly provided otherwise herein.

Executed this _____ day of _____, 2023.

ATTEST:

CITY OF ALVARADO, Grantor

City Secretary

By: _____
City Manager

Date: _____

Executed this _____ day of _____, 2023.

Scott Bearden, Grantee

By: _____
Printed: _____

Executed this _____ day of _____, 2023.

Shirley Bearden, Grantee

By: _____
Printed: _____

ACKNOWLEDGEMENT AND VERIFICATION

STATE OF _____ §

§

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared Scott Bearden, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the owner of the northern portion of Lot 17, Block 1 of the B. F. Shultz Addition, and that he is authorized by said entity to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

STATE OF _____ §

§

COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared Shirley Bearden, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the owner of the northern portion of Lot 17, Block 1 of the B. F. Shultz Addition, and that she is authorized by said entity to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, 2023.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

Untitled Map

Write a description for your map.

Legend

-  1616 Woodview Dr
-  Path Measure

1616 Woodview Dr

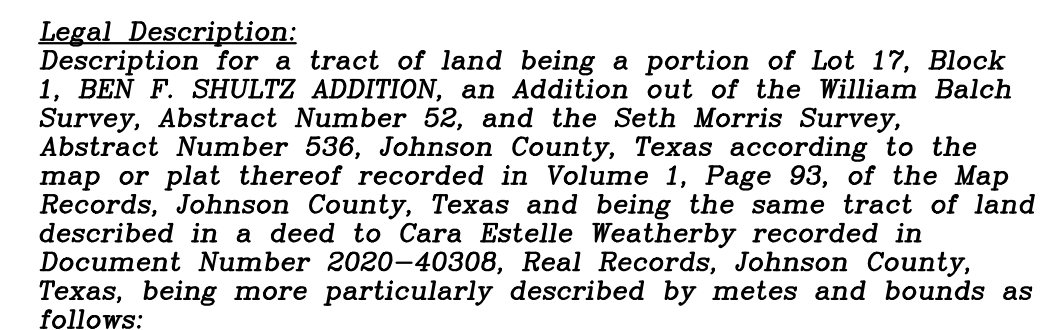
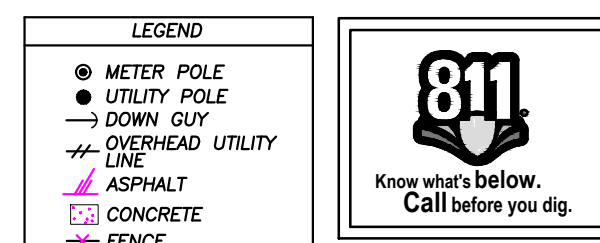
Woodview Dr

Google Earth

Image © 2023 Airbus

400 ft





BEGINNING at a 1/2" rebar rod found in the southwest line of Woodview Drive, an existing 60 feet wide right of way for the northeast corner of Lot 17, same being the southeast corner of Lot 18;

THENCE along a curve to the left with a radius of 107.00 feet and a chord of S33°18'03"E. 51.77 feet, an arc distance of 52.29 feet along the southwest line of Woodview Drive to a 1/2" rebar rod found (Control Monument);

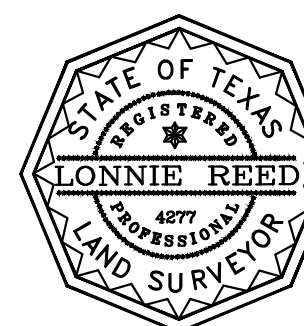
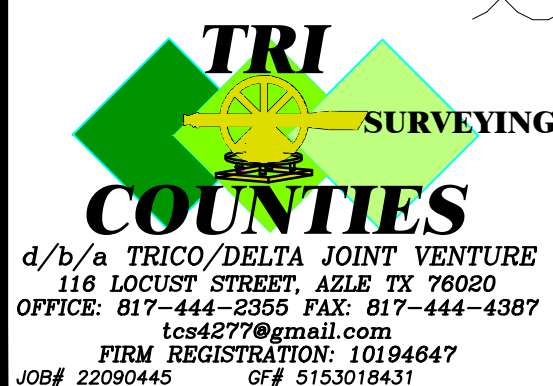
THENCE S47°18'00"E., 28.45 feet along the southwest line of Woodview Drive to a 1/2" rebar rod found for the southeast corner of the Weatherby Tract;

THENCE S63°23'51"W., 185.63 feet through Lot 17 to a 1/2" rebar rod found for the southwest corner of the Weatherby Tract, same being the centerpoint of the west line of Lot 17 and being in the east line of Alvarado Lake, said lake being a tract of land described in a deed to the City of Alvarado recorded in Volume 488, Page 539, Real Records, Johnson County, Texas;

THENCE N19°36'00"W., 99.50 feet along the west line of Lot 17, same being the east line of Alvarado Lake to a 1/2" rebar rod found (Control Monument) for the northwest corner of Lot 17, same being the southwest corner of Lot 18;

THENCE N70°54'00"W. (BASIS FOR DIRECTIONAL CONTROL), 158.76 feet along the common line of Lot 17 and Lot 18 to the POINT OF BEGINNING and containing 0.341 of an acre of land more or less.

Note:
According to the Flood Insurance Rate Map for Tarrant County, Texas, and Incorporated Areas, Community Panel Number 48251C 0200 J, dated December 4, 2012, this tract is in Zone X, an area not in the 1% annual chance flood.



This sketch accurately represents an on the ground survey performed under my direction and supervision, and shows all property corners, and visible improvements; encroachments, and easements that have been provided to me. This survey has been performed strictly for this transaction only, as indicated by the Guaranty File Number as stated on this drawing, and is not to be used for any other transaction.

Jonnie Reed
09-26-2022



Planning and Zoning Commission Meeting Management Report

Meeting Date: October 16, 2023

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action authorizing the City Manager to enter into agreement with the General Land Office of Texas for the awarding of a grant not to exceed \$300,000, payable as reimbursements of allowable expenses, under the U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation.

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 rezoning is anticipated to produce development consistent with the Comprehensive Plan.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff suggests the Commission recommend approval to Council per the Comprehensive Plan.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Future Land Use Map
Zoning Map
General Commercial District Quick Reference
Property Owner Notice List
Notices
Drafted Ordinance 2023-0029



City Council Meeting Management Report

Meeting Date: October 16, 2023

Contact: Donielle Suber, Administrative Services Director

Phone: 817-790-3351, ext. 116

AGENDA ITEM

Consideration and action to approve a change order request, in the amount of \$42,467.00 for the renovation project located at 107 E. College Street, Texas.

BACKGROUND & FINDINGS

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

With the renovation phase of the Administration Building project underway, staff is requesting a change order to better secure the building; enhance the aesthetics of the office spaces; improve the functionality of the kitchenette space and address the water leak along the east side of the building with the following improvements:

- Additional cabinetry and countertops to accommodate a stove;
- Replace all damaged ceiling tiles and paint all ceiling tiles & grids;
- Install security glass enclosure in front lobby area and six (6) 4ftX6ft glass windows with electrical relocation;
- Add an exterior French drainage on east side of building.

FINANCIAL IMPACT

The cost for the renovation project change order is \$42,467.00

RECOMMENDATION

Staff recommends City Council approve the change order request, in the amount of \$42,467.00 for the renovation project at 107 E. College Street, Texas.

MANAGEMENT REVIEW

Paul DeBuff, City Manager

ATTACHMENTS

1. Change Order Request

Donielle Suber

From: Jim Loftin <jimloftinconstruction@gmail.com>
Sent: Thursday, October 12, 2023 2:42 PM
To: Donielle Suber
Subject: 107 E college change orders.

*****EXTERNAL EMAIL*****

**STOP - This email message originated outside the trusted City of Alvarado network.
Please ensure the message is from a legitimate sender before opening attachments or clicking on embedded links within.**

- 1) Install 15 linear feet of cabinets for new stove, uppers and lowers. Install electrical for stove and ventless vent hood. Paint and install formica countertops. Appliances not included but will install. 6300.00
 - 2) Replace all damaged ceiling tiles and paint all tiles and grid. 4650.00
 - 3) Install lobby store front glass, 1 wall with door and hardware and 1 half wall. Install 6 4x10 windows. Frame for windows and make all sheetrock repairs. Move any electrical wires as needed. Not included is and phone lines and internet wiring. Black finish on all frames. 23897.00
 - 4) Install French drain on east side of building. 7620.00
- Total on these changes is 42467.00
Thank ,ou for the opportunity to bid the project.



City Council Meeting Management Report

Meeting Date: October 16, 2023

Contact: Donielle Suber, Administrative Services Director

Phone: 817-790-3351, Ext. 116

AGENDA ITEM

Consideration and action to authorize the City Manager to execute a three-year lease agreement with Clean Cut Brothers Lighting to decorate the Alvarado Downtown Square and Pecan Orchard for the holiday season.

BACKGROUND & FINDINGS

The Alvarado Downtown Square, and the immediate surrounding areas, are considered the heart of the City. In recent years, activity and foot traffic, in and, round the downtown area has declined, leaving few businesses (activity) and vacant buildings behind.

For fiscal year 2024, City staff will begin the process of increasing foot traffic and activity in the downtown area, along with transforming Pecan Orchard into an inviting recreational space. This revitalization effort includes the following: (1) Renovation of various City facilities on or near the Downtown Square (Administration Building - 107 E. College Street, Fire Station - 205 S Friou Street, City Hall - 104 W. College Street and Pecan Orchard); (2) Hire qualified and talented individuals to drive the revitalization effort (i.e., Economic Development Director, Communications Manager, & Events Manager); (3) Hold and/or sponsor various activities and events, on the Square and in Pecan Orchard, year-round; and (4) Decorate the Downtown Square and illuminate (wrap) trees in Pecan Orchard for the holidays.

The upcoming holiday season, staff is proposing that the Downtown Square and Pecan Orchard be professionally outfitted with decorations and/or lights to enhance these areas for holiday events and to increase foot traffic.

Staff contacted three (3) vendors specializing in holiday decorating and tree lighting. These vendors provided estimates to decorate the Gazebo (in the Square) and surrounding grounds with lights, garland, wreaths and bows, along with wrapping five to eight (5-8) various size trees in Pecan Orchard with multiple strands of light. Vendor estimates include three-year term lease agreements to maximum the number of light strands while also eliminating installation, maintenance, removal and storage.

FINANCIAL IMPACT

The project will cost \$XX,XXX.XX, (per year, for life of the lease agreement) and will include lights and decoration for the Downtown Square and 5-8 wrapped trees in Pecan Orchard.

RECOMMENDATION

Staff recommends City Council authorize the City Manager to execute a three-year lease agreement with Clean Cut Brothers Lighting for holiday decorations and tree lighting for the Downtown Square and Pecan Orchard.

MANAGEMENT REVIEW

Paul DeBuff, City Manager

ATTACHMENTS

Estimates from:

- Lone Star Christmas Lights, LLC
- Clean Cut Brothers
- Window Rangers

Window Rangers & Christmas Knights

Window Rangers &
Christmas Knights
PO Box 237
Alvarado, TX 76009
windowrangers@gmail.com
www.WindowRangers.com
8177930005



Estimate

Estimate No: 1031
Date: 10/10/2023

For: City of Alvarado Attention: Donille
Suber
suberd@cityofalvarado.org
City of Alvarado
817-790-3351 Ext 116

Christmas Lights

Christmas Light Lease Option with 3 year Guarantee Contract

Description	Quantity	Rate	Amount
City Square 2023: INSTALL COST \$5262 PER YEAR	1	\$5,262.00	\$5,262.00
Gazebo Ridges outlined in C9 LED Warm White Bulbs 125'			
Gazebo Fascia outlined in C9 LED Bulbs Warm White 75'			
6-36" Wreaths hung from middle railing on each side of gazebo- Lit with Warm White LED Mini Lights & Red Bows			
4-Garland wrapped around railing of Gazebo. Garland lit with Warm White LED Mini lights.			
8 Garland Pieces on 8 Pillars of Gazebo. Garland Lit with Warm White LED Minis			
16 Garland Pieces on 4 Light Poles- Lit with Warm White LED Minis & Red Bows			
Wrap Four Trees in Warm White LED Mini Lights -Trunks and Canopies approx 80 strands of Lights			
Orchard off College & Parkway: INSTALL COST PER YEAR \$28,982	1	\$28,982.00	\$28,982.00

Description	Quantity	Rate	Amount
Up to 12 Large Trees Lit with Pure White LED Mini Lights -Total of 750 Strands available to be divided amongst 12 Larger trees -Recommended Trees are attached with height approximation			
Grouping of 9 Smaller Trees at College Street close to sidewalk Aprox 5 strands per tree of Pure White LED Mini Lights			
Lift Rental for Tree Lighting Install			
The City of Alvarado would be leasing all product from Window Rangers & Christmas Knights. A 3 year Install Agreement must be agreed upon at the cost of \$34,244 for 2023, 2024, 2025. This install contract is guaranteeing the COA to utilize the services of Window Rangers for install for three consecutive years. The lease option covers installing all Window Rangers owned materials, all Maintenance throughout the season, and takedown in January. All materials and replacement of materials is the responsibility of WR's to replace for the 3-year period. The COA is not responsible for repairs or replacement of any product. There will be no additional Labor or materials costs charged for repairs. Window Rangers is only responsible for the product and its upkeep of installed materials. Any electrical/power supply issues must be addressed with an electrician. Resetting of GFCI's due to weather or power supply is the client's responsibility.			
A material deposit is still required at the time of scheduling. Once the lease estimate is approved an invoice for the deposit will be generated. The deposit is due within one week of approval in order to schedule and order lights for install. An approval of the estimate must be made by 10/23 and a deposit must be received by 10/30 in order to secure an install for the 2023 season. COA install would take place starting on 11/27 and would be completed by the lighting ceremony planned for the evening of 12/1/2023. The Invoice balance is due at install.			

Payment Details

A **55%** deposit of **\$18,834.20** is required by **10/30/2023**.

Check

Please make your check payable to Window Rangers.



Subtotal	\$34,244.00
Total	\$34,244.00

Total	\$34,244.00
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Deposit due 10/30/2023	\$18,834.20
------------------------	-------------

Comments

All Estimates are based on Cash or Check Payment options. If a credit card is used an additional 4% processing fee will be added to your total due.

Window Rangers &
Christmas Knights

Client's signature

City of Alvarado Trees at the Orchard.JPG



City of Alvarado Trees at the Orchard.JPG3.JPG



City of Alvarado Trees at the Orchard.JPG4.JPG



City of Alvarado Trees at the Orchard.JPG5.JPG



City of Alvarado Trees at the Orchard.JPG6.JPG



City of Alvarado Trees at the Orchard.JPG7.JPG



City of Alvarado Trees at the Orchard.JPG8.JPG



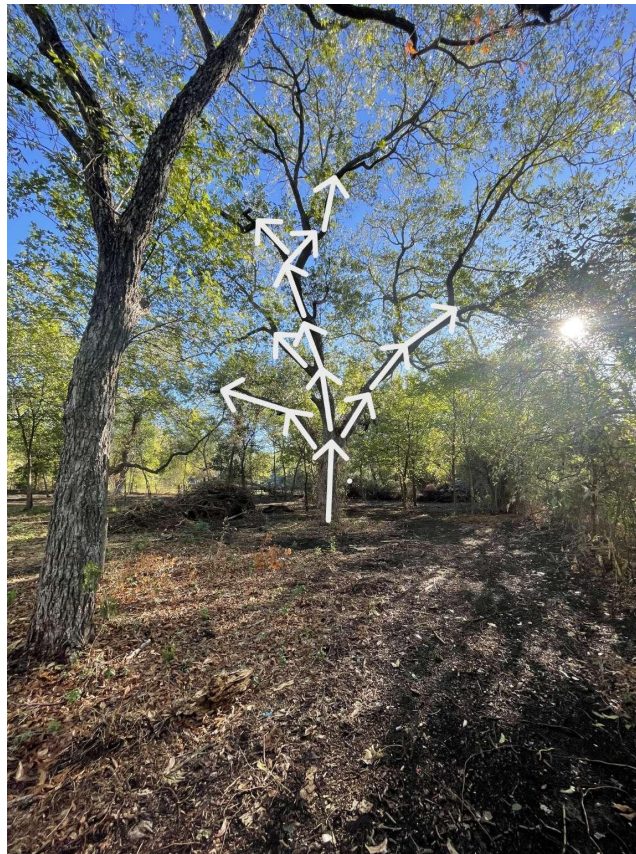
City of Alvarado Trees at the Orchard.JPG9.JPG



City of Alvarado Trees at the Orchard.JPG10.JPG



City of Alvarado Trees at the Orchard.JPG11.JPG



Window Rangers & Christmas Knights

Window Rangers &
Christmas Knights
PO Box 237
Alvarado, TX 76009
windowrangers@gmail.com
www.WindowRangers.com
8177930005



Estimate

Estimate No: 1015
Date: 10/03/2023

For: City of Alvarado Attention: Donille
Suber
suberd@cityofalvarado.org
City of Alvarado
817-790-3351 Ext 116

Description	Quantity	Rate	Amount
City Square 2023:			
Gazebo Ridges outlined in C9 Led Bulbs Warm White	125	\$7.00	\$875.00
Gazebo Fascia outlined in C9 LED Bulbs Warm White	75	\$6.50	\$487.50
36" Wreaths hung from middle railing on each side of gazebo- Lit with Warm White LED Mini Lights & Red Bows	6	\$189.00	\$1,134.00
Garland wrapped around railing of Gazebo. Garland lit with Warm White LED Mini lights.	4	\$130.00	\$520.00
Garland on 8 Pillars of Gazebo. Garland Lit with Warm White LED Minis	8	\$130.00	\$1,040.00
Garland on 4 Light Poles- Lit with Warm White LED Minis & Red Bows	16	\$130.00	\$2,080.00
Wrap Four Trees in Warm White LED Mini Lights -Trunks and Canopies	80	\$38.00	\$3,040.00
Orchard off College & Parkway:			
8-10 Large Trees Lit with Pure White LED Mini Lights -Aprox 60 strands of lights per tree @ \$40 per strand -Recommended Trees are attached with height approximation -Light strands can be adjusted to meet budget and project needs. Additional strands can be added over time to grow and expand on the project over time.	600	\$42.00	\$25,200.00

Window Rangers & Christmas Knights - Estimate 1015 - 10/03/2023

Description	Quantity	Rate	Amount
Grouping of 9 Smaller Trees at College Street close to sidewalk Aprox 5 strands per tree Can be colored lights or Pure White	45	\$38.00	\$1,710.00
Additional Mini Light Strands needed on hand for light repairs throughout the install season.	30	\$22.00	\$660.00
Lift Rental for Tree Lighting Install	1	\$2,300.00	\$2,300.00
All line items include the purchase of new commercial grade lighting materials, the install, any Maintenace throughout the season, and takedown in January. Any replacement of materials for any reason is at cost to the client. Labor is not charged for repairs, only the cost of materials needed for repairs. Any electrical/power supply issues must be addressed with an electrician. Resetting of GFCI's due to weather or power supply is the client's responsibility. A material deposit is required at the time of scheduling. Once the estimate is approved an invoice for the deposit will be generated. The deposit is due within one week of approval in order to schedule and order lights for install. An approval of the estimate must be made by 10/23 and a deposit must be received by 10/30 in order to secure an install for the 2023 season. COA install would take place starting on 11/27 and would be completed by the lighting ceremony planned for the evening of 12/1/2023. The remaining invoice balance is due at the time of install.			
Subtotal			\$39,046.50
Total			\$39,046.50
Total			\$39,046.50

Comments

All Estimates are based on Cash or Check Payment options. If a credit card is used an additional 4% processing fee will be added to your total due.

Window Rangers &
Christmas Knights

Client's signature

City of Alvarado Trees at the Orchard.JPG



City of Alvarado Trees at the Orchard.JPG3.JPG



City of Alvarado Trees at the Orchard.JPG4.JPG



City of Alvarado Trees at the Orchard.JPG5.JPG



City of Alvarado Trees at the Orchard.JPG6.JPG



City of Alvarado Trees at the Orchard.JPG7.JPG



City of Alvarado Trees at the Orchard.JPG8.JPG



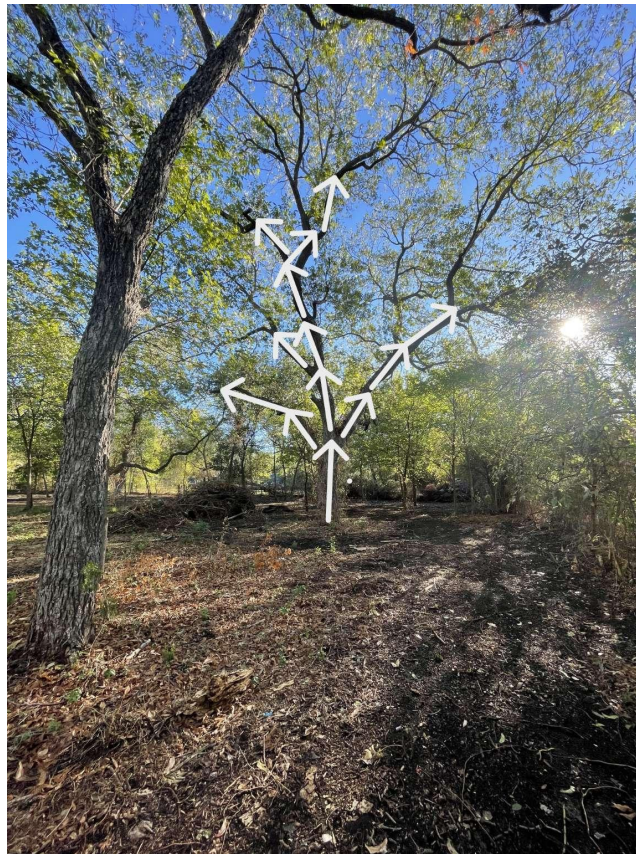
City of Alvarado Trees at the Orchard.JPG9.JPG



City of Alvarado Trees at the Orchard.JPG10.JPG



City of Alvarado Trees at the Orchard.JPG11.JPG



[Send Message](#)

[Store Card on File](#)

[Take a Survey](#)

[Before & After Pics](#)



Lonestar Christmas Lights LLC

Phone: (817) 682-6060
Email: lonestarchristmaslights@yahoo.com
Address: #####
Fort Worth, TX 76133

Customer Name: City of Alvarado (Danielle)
Estimate Date: 10/05/2023

Estimate # 1931

New

Subtotal:	\$39,868.00
Tax:	\$0.00
Past Balance:	\$0.00
Total Amount:	\$39,868.00

[Approve](#)

[Contact Us](#)

Item	Quantity	Price	Tax%	Tax 2%	Total Price
Tree wraps-775 strands distributed between 6-7 different trees or possibly 1-2 trees more depending on width of the trees	775.0	\$40.00			\$31,000.00
Outline at gazebo roofline and ridges	1.0	\$1,008.00			\$1,008.00
Garland-gazebo & 4 light poles	1.0	\$1,700.00			\$1,700.00
Bows-8 bows non LED for the gazebo	1.0	\$640.00			\$640.00
6 Wreaths-30 in LED lights	1.0	\$720.00			\$720.00
Lift rental for tree wrapping-4 days	1.0	\$1,600.00			\$1,600.00
Ground c-9-LED lights on the outlining the perimeter and around the gazebo	1.0	\$2,200.00			\$2,200.00
Wrap the 4 trees next to the gazebo-25 strands	1.0	\$1,000.00			\$1,000.00

Lease agreement for 3 consecutive years-Disclaimer

The City of Alvarado is agreeing to a 3 consecutive year lease agreement for the price stated on this estimate. The price quote is per year, with the option to add more lights in the years to come to the agreement.

50% deposit is due at time of scheduling. Remaining 50% will be due at time of completion of install. The full amount for materials (lighting and accessories) installation and removal must be paid in full upon completion on day of the installation. LONESTAR CHRISTMAS LIGHTS LLC is not responsible for any products damaged or lost due to vandalism, extreme weather conditions, or acts of god and will make efforts to replace any damaged product for an additional charge. No warranty or complimentary repair service is expressed or implied, unless noted in writing in this agreement. LONESTAR CHRISTMAS LIGHTS LLC will replace any malfunctioning product but does not guarantee that each individual bulb will light for the entire installation period. By signing this contract, the customer acknowledges that LONESTAR CHRISTMAS LIGHTS LLC fills their schedule well in advance, and all cancellations will be charged 50% of the labor charge. All bids are made under the assumption that adequate power supplies and receptacles are available. Customer is responsible for maintaining and providing adequate electrical outlets adjacent to the proposed locations for its lit decorations and building lights. This contract is governed by TEXAS law, and is the entire contract between the parties. If a dispute arises out of this contract, the parties shall agree to resolve this dispute through arbitration in TARRANT COUNTY before a single arbitrator. Any judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled to its reasonable attorney's fees and costs. By

signing below, I agree to the terms of this contract, and accept this proposal on those terms. Furthermore, I declare that I am authorized to sign this document, either as an owner of the property, or as an agent for the owner or entity. Please note that 1.5% per month (18% per yr.) will be added to all outstanding balances.

Photos emailed separately

I will provide photos of what the outcome could potentially be.

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City Council Meeting Management Report

Meeting Date: 10-16-2023

Contact: Michael Dwiggin

Phone: (817)879-1246

AGENDA ITEM:

Agreement for services with Iworq

Consideration and action to authorize the city manager to execute an agreement with Iworq, a program for Public Works to replace the current work order system for improved efficiency and better inventory control of parts and equipment.

BACKGROUND & FINDINGS:

After having trouble with other inventory control programs we found Iworq which not only promises better digital inventory control but also has a work order system with more data available than our current system. With this we will also be able to start field marking lines on an open street map getting better data over time for better record keeping digitally.

FINANCIAL IMPACT:

Budgeted \$19,500.00

This item was budgeted for and approved in this current fiscal year.

RECOMMENDATION:

Staff recommends City Council approving the City Manager to sign the agreement with Iworq.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Alvarado here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ cannot be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER DATA:

Customer data will be stored on AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage Customer data. iWorQ does backups twice per week and offsite backups twice per week. The subscription will renew each year on the anniversary date of this Agreement unless terminated (see 7. TERMINATION).

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management service(s), onsite backups, application(s) and other service(s).

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years, but will increase no more than 5% per year.

7. TERMINATION:

Either party may terminate this agreement, after the initial 3-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer

terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (7. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2,500; and all provisions of this Agreement will continue.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement
APPENDIX A

iWorQ Price Proposal

Alvarado	Population- 4,739
104 W College, Alvarado, TX 76009	Prepared by: Devon Bartlett

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
Cross Connection - Available on any computer, tablet, or mobile device using Chrome browser - Includes Portal for testers to submit results online - Ability to upload and record test results - Generate and send reminder letters - Includes Premium Data Package, 25MG upload size and 100GB of storage - Store pictures, documents, survey results and device information	\$4,000	Annual
Public Works Package (Infrastructure) Package includes: * Work Management * Sign Management * Pavement Management * Water Management * Sewer Management - Track and manage work by location using OpenStreetMap - Work order scheduling and templates - Track labor, inventory, parts, and material - Track work completed and maintenance history - Set maintenance, inspection, and work order schedules - Track sign location, MUTCD, condition, reflectivity, work orders etc. - Remaining service life (RSL), next treatment, 5-year budget etc. - 3 scheduled reports - Road layer on OpenStreetMap with color by lookup - Sign layer displayed on OpenStreetMap - Water Asset layers on OpenStreetMap (Hydrants, Lines, Valves.) - Sewer Asset layers on OpenStreetMap (Lines, Manholes, Pumps.) GIS RestServices Public Works	\$5,500	Annual

- iWorQ will publish your agency's WMS layers in iWorQ Public Works applications via Rest Services. iWorQ will update asset attribute data monthly: Water Management Includes: hydrants, valves, and lines Sewer Management Includes: manholes, pumps, and lines Additional attribute data for each capital asset is \$500 annually. *Note: If configuration changes (i.e. FTP location, name format, field changes, or interval for published updates) iWorQ will charge a minimum fee of \$500 with each additional hour. \$250 to accommodate new configuration changes. * Available on any computer, tablet, or mobile device using Chrome browser * OpenStreetMap - Ability to track point and line layers * Quarterly GIS Updates * Configurable dashboard, fields, and reports * Premium Data Package - 25MB File Upload Size & 100GB Total Storage		
Facilities Management Package Includes: *Facilities Asset Management *Work Management *Internal Facilities Request -Available on any computer, tablet, or mobile device using Chrome Browser -Track assets such as HVAC, plumbing, electrical, elevators. -Work orders for employee cost, inventory, and purchase orders -Track inventory, parts, material -Maintenance schedules, work order scheduling, and templates -Inventory management -Configurable dashboard, fields, and reports Facilities Requests -Allow Employees the ability to submit work requests through the Online Portal -Webform/Link for Employees -Allows Employees the ability to search for previous work requests -Ability to create work orders from work requests -Configurable dashboard, fields, and reports -Includes Premium Data (25MB Uploads, 100GB Total Storage)	\$3,000	Annual

FOG Management (Fats, Oils and Grease) -Available on any computer, tablet, or mobile device using Chrome Browser -Track Permits and inspections -Track fees and payments -Configurable reporting -Quarterly parcel update -OpenStreetMap tracking abilities -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters/forms	\$3,000	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$15,500	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$10,400 \$4,000	\$10,400 \$4,000	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$15,300 \$4,000	\$10,400 \$4,000	Year One
Grand Total Due Year 1	\$30,800	\$25,900 \$19,500	Year One

NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.