

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
JANUARY 22, 2024
6:30 PM**

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, January 22, 2024 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 12/18/23 Regular City Council Meeting. (Walls)
2. Consideration and action to approve Resolution R2024-0004 regarding the continued participation with the steering committee of cities served by ONCOR. (Walls)
3. Consideration and action to authorize the City Manager to dispose of four Getac tablets in accordance with state law and Section 2-320 of the City's Code of Ordinances. (May)

NEW BUSINESS:

4. Presentation of City's financial audit for Fiscal Year 2020-2021 by representatives of Waters, Vollmering & Associates, LLP. (Cox)
5. Consideration and action to receive and approve the City of Alvarado financial audit for Fiscal Year 2021-2022. (Cox)
6. Consideration and action to approve Resolution R2024-0001 adopting the City of Alvarado, Texas, investment policy, and providing an effective date. (Cox)
7. Consideration and action on the application of Winston Parks with Palm Development Partners on behalf of the David and Mary Glenn Irrevocable Trust for approval of a Henderson Integrity Addition final plat on 0.6504 acres known as a portion of Tract 29 in the J. Dixon Survey, Abstract 214, approximately addressed in the 800 block of W. Hwy 67.(French)

Regular City Council Meeting Agenda

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8. Consideration and action to approve a Lake Alvarado encroachment agreement with 1700 Woodview LLC, owner of 0.5857 acres known as Lot 15, Block 1 of the B. F. Shultz Addition in Alvarado Extraterritorial Jurisdiction, addressed at 1700 Woodview Drive.(French)
9. Hold a public hearing and consideration and action approving Ordinance 2024-0001 amending the zoning ordinance regulations in Chapter 42 of the Alvarado Code of Ordinances, relating to multi-family residential, motel, sexually oriented business, and smoke shop uses.(French)
10. Consideration and action to approve agreement with M7 for July 2024 Independence Day Fireworks event. (Suber/Rosen)
11. Consideration and action to approve Resolution 2024-0002 calling May 4, 2024 General Election. (Walls)
12. Consideration and action for entering into a contract for the purchase of a new fire engine. (Rodgers)
13. Consideration and action to defederalize right of way acquisition funding for N. Cummings Drive Project. (DeBuff)

EXECUTIVE SESSION:

EXECUTIVE SESSION: Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in executive session to deliberate regarding the following matters:

- 1. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items: A. Any item listed on the agenda. B) Lone Oak Development.
- 2. § 551.087. Deliberation regarding economic development negotiations. The City Council may convene in Executive to discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and with which the city is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect as described above. A) Lone Oak Development.

RECONVENE OPEN SESSION:

14. Public Hearing on adjusting the boundaries of the Lone Oak Public Improvement District. (Lone Oak) (DeBuff)
15. Consideration and action to approve Resolution R2024-0003 reducing the acreage and adjusting the boundaries of the Lone Oak Public Improvement District. (DeBuff)
16. Consideration and action to approve an amended Development Agreement from Lone Oak. (DeBuff)

COUNCIL COMMENTS:

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

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office 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
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

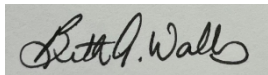
ACCESSIBILITY STATEMENT

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

NON-DISCRIMINATION STATEMENT

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

I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on January 19, 2024 at 6:00 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
12/18/2023
City Council Minutes.

The City Council of the City of Alvarado met in Regular Called Session on Monday, December 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	Director of Administrative Services
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 gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS- Jameye Jones thanked Council for the City's support of the holiday events.

INTRODUCTION OF NEW EMPLOYEES- Isaiah Wilburn, Firefighter and Mikaela Hall, Communications Manager.

AGENDA ITEM #1,2,3,4,5

CONSENT AGENDA

1. Consideration and action to approve minutes from the 11/20/2023 Regular City Council Meeting
2. Consideration and action to approve Ordinance 2023-34 amending section 2-4 of the Code of Ordinances designating the Cleburne Times as the official newspaper of the city.
3. Consideration and action to approve Resolution R2023-0015 designating the Cleburne Times as the official newspaper for publications as required by Section 15.05 of the City of Alvarado Charter.
4. Consideration and action to move the January Regular City Council meeting to January 22, 2024 due to the Martin Luther King Holiday falling on the 3rd Monday of the month.
5. Consideration and action to move the January Regular City Council meeting to January 22, 2024 due to the Martin Luther King Holiday falling on the 3rd Monday of the month.

Motion was made by Lydia Moon and seconded by Cherry Bryant to approve the consent agenda.

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

AGENDA ITEM #6

Public hearing, consideration, and action to approve Ordinance 2023-0033 regarding the application of Stacy Standridge on behalf of Texas A&M Trust Et al represented by John Percifield for approval of a zoning change from Agricultural (A) District to General Commercial (C-2) District on 5.04 acres known as a portion of Tract 7 of the W. M. Balch Survey, A-48, approximately addressed at 6881 E. Hwy 67.

Mayor Wheat opened the Public Hearing at 6:40 p.m.

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.

On December 12, 2023, the Planning and Zoning Commission recommended that Council approve the requested zoning by a vote of 3-0.

The Mayor closed the public hearing at 6:43 p.m.

Motion was made by Lydia Moon and seconded by Beverly Short to approve Ordinance 2023-0033.

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

AGENDA ITEM #7

Consideration and action to appoint members to the Animal Advisory Committee.

Animal advisory committee.

(a) There is created the animal advisory committee of the city consisting of five members who are nominated and appointed by the city council at large.

(b) Committee members shall serve for a term of office to commence upon their date of appointment by the city council at large and to continue for a term coexistent with the term of office of the mayor.

(c) In accordance with V.T.C.A., Health and Safety Code § 823.005, members shall meet the following qualifications:

(1) One member shall be a licensed veterinarian.

(2) One member shall be a municipal official.

(3) One member shall represent an animal welfare organization.

(4) One member shall have duties which include the daily operation of an animal shelter.

(5) One member shall be a resident of the city.

(d) The committee shall meet at least three times a year and shall comply with the Texas Open Meetings Act for all of its meetings.

(e) It is the responsibility of the committee to assist the city council in complying with the requirements of V.T.C.A., Health and Safety Code ch. 823.

STAFF RECOMMENDATION:

Dr. Matt Nelson	Veterinarian
Lydia Moon	Municipal Official
Laura Welsh	Tri-Cities
Assistant Chief Ben Moore	Alvarado PD
Tonya King	Resident

Motion was made by Beverly Short and seconded by Cherry Bryant to approve and appoint Dr. Matt Nelson, Lydia Moon, Laura Welsh, Ben Moore and Tonya King to the Animal Advisory Committee.

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

EXECUTIVE SESSION

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1. § 551.071. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice

of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items: A. Any item listed on the agenda. B) Lone Oak Development.

2. § 551.087. Deliberation regarding economic development negotiations. The City Council may convene in Executive to discuss or deliberate regarding commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and with which the city is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect as described above. A) Lone Oak Development.

Mayor Wheat announced the Executive Session open at 6:45 p.m.

RECONVENE OPEN SESSION:

Council was reconvened into regular session by Mayor Wheat at 7:45 p.m.

AGENDA ITEM #8

Consideration and action to approve Resolution R2023-0016 of the City Council of the City of Alvarado, Texas, accept for filing a landowner petition for the modification of boundaries to a Public Improvement District and call a public hearing on January 22, 2024. (Lone Oak).

Motion was made by Lydia Moon and seconded by Beverly Short to approve call a public hearing on January 22, 2024 and to approve Resolution R2023-0016.

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

COUNCIL COMMENTS- Mayor Pro-tem Lydia Moon publicly thanked the employees of the City for their efforts in recent months to provide events and decorations for the community.

There being no further business, Mayor Wheat adjourned the meeting at 7:50 p.m.

Passed and approved this the 22nd day of January, 2024.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor
FROM: Molly Shortall, Chair
DATE: January 8, 2024
RE: **Action Needed – 2024 Membership Assessment Invoice**

Enclosed please find the 2024 Steering Committee of Cities Served by Oncor (“Steering Committee”) membership assessment invoice and draft resolution. These items are discussed below. We ask that your city please take action on the membership assessment as soon as possible.

Although the Steering Committee does not require that your city take action by resolution to approve the assessment, some members have requested a resolution authorizing payment of the 2024 membership assessment. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the Steering Committee participation agreement.

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*. If you have any questions, please feel free to contact me at (817-459-6878) or Thomas Brocato (tbrocato@lglawfirm.com, (512/914-5061)).

Membership Assessment Invoice and Resolution

The Steering Committee is the most active consumer group advocating the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution (*i.e.*, wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC (“Oncor”).

The work undertaken by the Steering Committee has saved cities and ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice before the Public Utility Commission of Texas (“Commission” or “PUC”), ERCOT, the Legislature, and in the courts, the Steering Committee must have your support. The membership assessment is deposited in an account which funds Steering Committee activities.

Currently, the Steering Committee is involved in numerous rulemakings and projects at the PUC. The Steering Committee expects to participate in Oncor’s Rate Case and Energy Efficiency Cost Recovery Factor (“EECRF”) proceedings later this year.

On December 7, 2023, the Steering Committee approved the 2024 assessment for Steering Committee membership. Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2024 is a per capita fee of \$0.10 based upon the population figures for each city shown in the latest TML Directory of City Officials. The enclosed invoice represents your city’s assessment amount.

To assist you in the assessment process, we have attached several documents to this memorandum for your use:

- OCSC 2023 Year in Review
- Model resolution approving the 2024 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Steering Committee members
- 2024 Assessment invoice
- 2023 Assessment invoice and statement (only if not yet paid)
- Blank member contact form to update distribution lists

STAFF REPORT ON ASSESSMENT RESOLUTION FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR

Purpose of the Resolution

The City of _____ is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of “Be It Resolved” Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires payment of the 2024 assessment be made and a copy of the resolution be sent to the Steering Committee.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor.*

2023 OCSC Newsletter

Steering Committee of
Cities Served by
Oncor

2023 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2023 events and looks ahead to 2024.



2023 RATE CASE NEWS

Oncor Rate Request Cut by Quarter Billion Dollars ***OCSC Represents Consumer Interests in Rate Case***

An order cutting Oncor's annual revenues by \$13 million — or .2 percent — received final Public Utility Commission authorization on August 24, 2023.

In a rate case filed in May 2022, the Dallas-based utility initially sought a \$251 million revenue increase, or 4.5 percent over its 2021 test year revenues of \$5,560,081,218. The administrative law judge hearing the case rejected that proposal with an initial Proposal for Decision ("PFD") adopted on April 6 and then the Commission reversed several findings in its Order on Rehearing adopted on June 30. In an August 24 vote, the Commission declined to extend the timeline for further consideration of the case.

As a result of the PUC's decision, Oncor has had its initial rate request slashed by more than a quarter-billion dollars. The PUC's decision will also lead to smaller bill increases for customers than they otherwise would have experienced under the company's initial proposal. The Steering Committee of Cities Served by Oncor ("OCSC") participated in the rate case on behalf of the cities in its coalition and their citizens.

Details

Oncor in a May 13, 2022, rate-case filing initially

sought a \$5,810,772,332 revenue requirement based on a 7.05 percent overall rate of return. The administrative law judge's PFD from April 6 would have decreased the utility's revenues by \$247 million, or by 4.4 percent.

However, the PUC's June 30 Order on Rehearing modifies that earlier PFD and will award the company a 6.65 percent rate of return on a \$5,547,515,324 revenue requirement. The approved revenue requirement represents a .2 percent reduction from the company's 2021 test year revenues of \$5,560,081,218.

Despite the utility's revenues remaining nearly unchanged under the order, residential customers nonetheless will see a bill increase because of the approved class cost-allocation methodology.

More specifically, an average residential customer would have experienced a \$7.22 monthly increase under the company's filed rate case, and Oncor would have benefited from an 11.2 percent increase in residential class revenues. Under the adopted Order on Rehearing, an average residential customer will experience a \$3.10 increase in monthly bills, and the company will benefit from a 6.1 percent increase in residential class revenues, according to an analysis by OCSC.

The Commission in its June 30 Order also agreed with an earlier recommendation by an administrative law judge that disallowed the utility's requested recovery of \$23.5 million from rate base. The PUC likewise agreed with the administrative law judge disallowing Oncor's requested annual amortization of \$851,000 for costs associated with an acquisition adjustment.

However, the PUC reversed an administrative law judge's determination that Oncor should not recover any costs associated with its investments in temporary emergency electric energy facilities. The administrative law judge previously concluded that Oncor did not comply with the competitive bidding requirements and that its use of mobile-generation units exceeded the limited purposes permitted under law. The PUC disagreed with both conclusions.

Oncor provides transmission and distribution services to approximately 13 million customers and interconnects approximately 3.8 million homes and businesses in Texas. Its service area covers more than 54,000 square miles, extending from the Red River to just north of Austin, and includes much of east Texas, west Texas, and parts of the Panhandle. Oncor owns, operates, and maintains more than 140,000 circuit miles of transmission and distribution lines and more than 1,100 substations and switching stations.

More information concerning this rate case can be found on the PUC website, under Docket No. 53601. Oncor's previous base-rate case was filed on March 17, 2017, in Docket No. 46957.

Other 2023 Oncor Rate Filings and Regulatory News

Energy Efficient Cost Recovery Factor Filing (55074)

On May 31, 2023, Oncor filed an application to establish its Energy Efficiency Cost Recovery Factor (EECRF) for the upcoming 2024 year. OCSC intervened in the case and identified aspects of the requested increase that were unreasonable based on Oncor's previous use of its EECRF budget.

In its original filing, Oncor sought a 2024 EECRF of \$72,399,769. After settlement negotiations, Oncor agreed to reduce its request by \$125,000.

The PUC approved the settlement on Sept. 14, 2023. More information can be found on the PUC website under Docket No. 55074.

Oncor Files Two 2023 DCRFs; PUC Rejects Hearings (55190, 55525)

On June 29, 2023, Oncor Electric Delivery Company filed a Distribution Cost Recovery Factor ("DCRF") application to increase its distribution revenues by \$152,777,465. The PUC approved the application on November 3, but with \$268,528 transmission expenses removed. With that modification, Oncor's authorized DCRF application will allow the utility to recover an additional \$152,508,937 from customers on an annual basis. The DCRF charge on residential bills associated with this DCRF filing will be .002847 per kilowatt hour, or about \$3.70 monthly for a customer using 1,300 kilowatt hours. More information can be found about the DCRF in PUC Docket 55190.

On September 15, Oncor submitted a second DCRF application for 2023. Under it, the utility seeks to increase its distribution revenues by another \$56,536,428. However, under a settlement agreement with the Oncor Cities Steering Committee and others, the utility agreed to reduce its recovery by \$3 million. The DCRF charge on residential bills under the revised agreement will be .002491 per kilowatt hour, or about \$3.24 monthly for a customer using 1,300 kWh monthly.

On Dec. 14, 2023, the PUC approved the settlement in the second DCRF, which can be found under PUC Docket 55525. The combined new DCRF charge (with changes from both 55190 and 55525) will be .005338, or about \$6.94 for a customer using 1,300 kWh monthly.

PUC Commissioner: No Right to Hearings in DCRF Cases

In a discussion of the second DCRF on Nov. 30, PUC commissioners agreed unanimously that parties have no right to hearings in DCRF proceedings. Chair Kathleen Jackson said she came to this conclusion because of the Legislature's adoption of Senate Bill 1015 in 2023 that includes a 60-day deadline for consideration of DCRF cases. Jackson further explained that since DCRF proceedings are interim rate adjustments, the opportunity for a hearing will occur in the next base rate proceeding. More information can be found in Docket 55525.

Oncor to Pay Penalty for Reliability Violations (55804)

Oncor will pay \$322,000 in penalties for repeated service and quality violations, under a 2023 settlement agreement.

The agreement, which Public Utility Commission staff posted on November 30, still requires approval by agency commissioners. Under it, Oncor agrees that it committed multiple violations of the PUC's service and quality standards during 2020 and 2021. Each of the violations pertained to the agency's System Average Interruption Duration and System Average Interruption Frequency Indexes, or "SAIDI" and "SAIFI," respectively.

By way of background, SAIFI measures the average number of service interruptions per customer — a figure calculated by summing the number of customers interrupted for each event and dividing that figure by the total number of customers. SAIDI, meanwhile, measures the average interruption time on a per-customer basis, and is expressed in minutes. All else equal, lower SAIDI and lower SAIFI scores represent better reliability.

However, according to the Nov. 30 proposed settlement agreement, Oncor exceeded average SAIDI and SAIFI scores by more than 300 percent on multiple occasions and on multiple feeders. Oncor gave varied reasons for the violations — on some occasions, the company blamed high-wind events and lightning strikes. On others, the company cited incidents involving public vehicles, such as trucks striking overhead lines.

Meanwhile, PUC staff, said that "Oncor's failure to maintain reliable electric distribution service presents a hazard to the health and safety of its customers.

"The most immediate health and safety risk is borne by customers who rely on electricity-dependent medical equipment, such as breathing machines and battery-powered mobility devices," the staff continued in its Nov. 30 PUC filing. "However, extended service interruptions during periods of extreme temperatures pose a risk to the health of all customers, especially those who may be elderly, sick, or otherwise vulnerable to prolonged exposure to hot or cold temperatures."

More information can be found on the PUC website, under Docket No. 55804.

2023 ERCOT NEWS

ERCOT Approves Fee Increase

ERCOT's budget will grow 40 percent in 2024 — adding nearly \$119 million to its current \$287 million budget, under newly authorized spending projections.

Much of the increase will come from a 13.5 percent increase in the System Administration Fee on wholesale energy — or from 55 cents per megawatt hour to 63 cents. The PUC approved the change on Nov. 2 on a 4-0 vote, after two hours of deliberation.

The grid operator initially sought a 71-cent fee, and then revised its request downward to 69 cents per mWh. But even that revised request received pushback from commissioners. "I asked (ERCOT) the question, 'Is there anything on your wish list that you didn't put in here?' And the answer was no... That tells me there's not a lot of budget scrutiny," Commissioner Jimmy Glotfelty said at the Nov. 2 meeting.

ERCOT will begin collecting the higher fee in January, and it will remain in effect through at least 2025. ERCOT CEO Pablo Vegas has said the organization likely will not seek another increase prior to 2028.

ERCOT, also known as the Electric Reliability Council of Texas, does not charge the System Administration Fee directly to end-user bills, but to middlemen in the

wholesale electricity market. Even still, a typical residential customer could expect to pay about \$1.20 per month downstream because of the ERCOT charge and the proposed increase.

The System Administration Fee finances most ERCOT operations, and, with the adoption of proposed adjustments, will account for \$330 million of the organization's \$424 million in 2024 revenue, according to

ERCOT Board Members Pay Nearly Doubles

ERCOT board members had their pay nearly doubled under a PUC order that becomes effective in July 2023.

Approved by the PUC during the previous month, the change increased base compensation for ERCOT board members from \$87,000 per year to \$160,000. In addition, the PUC approved increases in supplementary compensation for the board chair, board vice chair and for ERCOT committee chairs. Under the changes, the board chair's supplementary pay goes from \$12,800 to \$35,000; the vice chairs' supplemental pay goes from \$7,500 to \$15,000; and the supplemental pay for ERCOT committee chairs goes from \$5,600 to \$25,000.

ERCOT, in requesting the increases, said that compensation levels for board members have remained unchanged for almost 11 years.

Heat Wave Prompts Record Demand on ERCOT Grid

Power demand hit record highs inside ERCOT on at least a dozen occasions during the summer of 2023, with residential consumers and businesses cranking up their air conditioners for hours on end.

However, ERCOT, also known as the Electric Reliability Council of Texas, maintained sufficient resources to meet demand. ERCOT manages the electricity grid for about 90 percent of the state's power load.

In descending order, some of the peak usage records broken include the 85,435 megawatts consumed on August 10; the 83,961 MW consumed on August 9; the 82,539 megawatts consumed on July 18; the 81,911 megawatts on July 17; the 81,406 megawatts on July 13; and the 81,351 megawatts on July 12. One megawatt can power around 200 U.S. homes on a hot summer day.

Last summer, ERCOT consumers set 11 peak demand records.



Texas Gets Federal Money for ERCOT Grid

In 2023, the federal government allocated \$60.6 million to be directed to electric utilities in Texas to strengthen power grid infrastructure.

The U.S. Department of Energy announced the grant awards on July 6, explaining that the funding is intended to help the state's power grid withstand extreme weather events.

"These grants will help modernize the electric grid to reduce impacts of extreme weather and natural disasters while enhancing power sector reliability," U.S. Secretary of Energy Jennifer Granholm said in a statement.

State emergency officials will develop parameters for how to use the money, according to media reports. *The Texas Tribune* reports that the funding could go toward programs such as trimming trees around power lines or improving how equipment functions in extreme heat or cold.

Texas policymakers have focused various legislative and regulatory initiatives on grid dependability ever since the winter outages of 2021 that led to several hundred deaths.

PUC Commissioner, ERCOT Market Monitor Resign

Two key figures overseeing the state's power grid — Public Utility Commissioner Will McAdams and ERCOT Independent Market Monitor Carrie Bivens — submitted their resignations in 2023.

McAdams was first appointed to the PUC after Winter Storm Uri that left millions without power. He resigned from the commission effective in December.

The PUC on Nov. 9 also confirmed that Carrie Bivens, the independent market monitor for the Texas grid,

would be resigning. Her departure came shortly after she raised questions about the potential billion-dollar-plus cost of a new ancillary service — the ERCOT Contingency Reserve Service — approved by the Public Utility Commission.

Ms. Bivens is an employee of Virginia-based Potomac Economics, which currently holds the Independent Market Monitor contract for Texas. However, that contract is set to expire soon, and the PUC recently has issued a Request for Proposal for a new contract term.

88th Texas Legislature Recap: Electric Legislation

Before adjourning *sine die* on May 29, 2023, lawmakers of the 88th Regular Session of the Texas Legislature considered hundreds of bills that relate to electric and gas issues — including many filed in response to the devastating winter storm of 2021. Below we describe the final outcomes of some of the major bills relating to electricity issues, with descriptions of bills that passed and those that didn't.

Adopted Legislation

Bills relating to significant electricity issues that **received approval** during the 88th Regular Session include:

- **HB 1500**, by Rep. Justin Holland and Sen. Charles Schwertner, is the PUC, OPUC and ERCOT "Sunset" bill. **Many recommendations submitted by city groups such as the Steering Committee of Cities Served by Oncor ("OCSC") in advance of this year's session and prior ones were included in the final, adopted version of HB 1500.** These include requirements for a more deliberative process by the PUC for issuing directives to ERCOT; the creation of a cost cap on the expensive and unproven Performance Credit Mechanism market overhaul endorsed by the PUC; protections against the potential misuse by generators of Voluntary Mitigation Plans; and an increased penalty cap for market manipulation violations. The contents of several Senate bills that otherwise failed during the 88th Texas Legislature likewise made it into the final, adopted version of HB 1500. This included language from Senate Bill 1287, by Sen. Phil King, to cap ERCOT system interconnection costs,

with costs over the cap borne by the interconnecting generator and not ratepayers; and language from SB 7, by Sen. Charles Schwertner, that (among other things) establishes a new Ancillary Service for dispatchable generation resources that can remain operational for at least four hours.

- **SB 2627**, by Sen. Schwertner and Rep. Carol Alvarado, will allocate \$5 billion in tax dollars to create a low-interest loan program to incentivize building new generation facilities. The legislation likewise finances construction completion bonuses for and provides funding for system hardening in non-ERCOT areas.
- **SB 1015**, by Sen. Phil King and Rep. David Spiller, allows electric utilities to make Distribution Cost Recovery Factor (DCRF) filings twice per year (as opposed to current law that limits filings to once a year). **At the urging OCSC and the Texas Coalition for Affordable Power (“TCAP”), a separate city group, lawmakers removed a provision that would have limited city regulatory oversight over DCRF proceedings and made other improvements to this legislation.**
- **SB 1016**, by Sen. King and Rep. Jay Dean, creates a presumption in a utility rate proceeding that employee salaries and benefits are reasonable if based on a compensation study no more than three years old.
- **SB 2011**, by Sen. Schwertner and Rep. Shelby Slawson, raises the cap on enforcement penalties on ERCOT market manipulation violations from \$25,000 per violation per day to \$1 million per violation per day. It also requires more frequent updating of voluntary mitigation plans.

Failed Legislation

Bills relating to significant electricity issues from the 88th Regular Session that failed to become law include:

- **HB 3042**, by Rep. David Spiller, and **SB 1889**, by Drew Springer, relate “to the consideration of the proportion of long-term debt and equity capitalization in establishing the rates of electric utilities.” These companion bills would have modified rules for the calculation of debt and equity ratios for electricity ratemaking purposes — but to the detriment of ratepayers. **TCAP, OCSC and another city group, the Atmos Cities Steering Committee (“ACSC”), opposed this legislation.**
- **SB 1291**, by Sen. King, would have undermined the ability of municipalities to receive reimbursement for participating in electric utility rate cases. **TCAP, OCSC and ACSC opposed this legislation.**
- **SB 6**, by Sen. Schwertner, called for the creation of a multi-billion-dollar taxpayer-funded program to finance the construction of backup generation. A similar bill, **SB 1377** by Sen. Tan Parker, also failed to win approval.
- **SB 2010**, by Sens. Charles Schwertner and Phil King, related “to required reporting by the wholesale electric market monitor for the ERCOT region.” The Legislature adopted it on May 18. The governor vetoed it a month later. Had SB 2010 taken effect, it would have required the PUC to submit to the Legislature an annual report describing incidences of ERCOT market abuse during the previous 12 months. According to media reports, the bill was among dozens that the governor axed as part of his strategy to break an impasse over property tax legislation.

2024 OCSC Meetings

March 5
June 6—Virtual
September 12
December 12—Virtual

OCSC Officers

Chair—Paige Mims
Vice Chair—Don Knight
Secretary—Lupe Orozco
Treasurer—David Johnson

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com

OCSC Master List of Members (169 Total)

1. Addison	49. Edgecliff Village	97. Lamesa	145. Snyder
2. Allen	50. Ennis	98. Lancaster	146. Southlake
3. Alvarado	51. Eules	99. Lavon	147. Springtown
4. Andrews	52. Everman	100. Lewisville	148. Stephenville
5. Anna	53. Fairview	101. Lindale	149. Sulphur Springs
6. Archer City	54. Farmers Branch	102. Lindsay	150. Sunnyvale
7. Argyle	55. Fate	103. Little River Academy	151. Sweetwater
8. Arlington	56. Flower Mound	104. Malakoff	152. Temple
9. Azle	57. Forest Hill	105. Mansfield	153. Terrell
10. Bedford	58. Forney	106. McKinney	154. The Colony
11. Bellmead	59. Fort Worth	107. Mesquite	155. Trophy Club
12. Belton	60. Frisco	108. Midland	156. Tyler
13. Benbrook	61. Frost	109. Midlothian	157. University Park
14. Beverly Hills	62. Gainesville	110. Murchison	158. Venus
15. Big Spring	63. Garland	111. Murphy	159. Waco
16. Breckenridge	64. Garrett	112. New Chapel Hill	160. Watauga
17. Bridgeport	65. Glenn Heights	113. North Richland Hills	161. Waxahachie
18. Brownwood	66. Grand Prairie	114. Northlake	162. Westover Hills
19. Buffalo	67. Granger	115. O'Donnell	163. Westworth Village
20. Burkburnett	68. Grapevine	116. Oak Leaf	164. White Settlement
21. Burleson	69. Gunter	117. Oak Point	165. Wichita Falls
22. Caddo Mills	70. Haltom City	118. Odessa	166. Willow Park
23. Cameron	71. Harker Heights	119. Ovilla	167. Wilmer
24. Canton	72. Haslet	120. Palestine	168. Woodway
25. Carrollton	73. Henrietta	121. Pantego	169. Wylie
26. Cedar Hill	74. Hewitt	122. Paris	
27. Celina	75. Highland Park	123. Parker	
28. Centerville	76. Honey Grove	124. Plano	
29. Cleburne	77. Howe	125. Pottsboro	
30. Coahoma	78. Hudson Oaks	126. Prosper	
31. Colleyville	79. Hurst	127. Ranger	
32. Collinsville	80. Hutchins	128. Red Oak	
33. Colorado City	81. Hutto	129. Rhome	
34. Comanche	82. Iowa Park	130. Richardson	
35. Commerce	83. Irving	131. Richland Hills	
36. Coppell	84. Jolly	132. River Oaks	
37. Copperas Cove	85. Josephine	133. Roanoke	
38. Corinth	86. Justin	134. Robinson	
39. Cross Roads	87. Kaufman	135. Rockwall	
40. Crowley	88. Keene	136. Rosser	
41. Dallas	89. Keller	137. Rowlett	
42. Dalworthington Gardens	90. Kemp	138. Royse City	
43. De Soto	91. Kennedale	139. Sachse	
44. DeLeon	92. Kerens	140. Saginaw	
45. Denison	93. Killeen	141. Sansom Park	
46. Duncanville	94. Krum	142. Seagoville	
47. Early	95. Lake Worth	143. Seymour	
48. Eastland	96. Lakeside	144. Sherman	

RESOLUTION NO. R2024-0004

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF SIX CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

- WHEREAS, the City of Alvarado is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS, the City is a member of the Steering Committee; and
- WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS, the Steering Committee at its December 2023 meeting set a budget for 2024 that compels an assessment of ten cents (\$0.10) per capita; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Alvarado and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 22nd day of January, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Alvarado, Texas.

Signature
Jacob Wheat, Mayor

ATTEST:

Signature
Beth A Walls, City Secretary

APPROVED AS TO FORM:

Signature
Ashley Dierker, City Attorney



City Council Meeting Management Report

Meeting Date: 22 January 2024

Contact: Teddy May, Chief of Police

Phone: 972-921-4412

AGENDA ITEM:

Consideration and action to authorize City Manager to dispose of four Getac tablets in accordance with state law and Section 2-320 of the City's Code of Ordinances.

BACKGROUND & FINDINGS:

Rio Vista needs tablets for the SOMA RMS upgrade. We have 14 excess tablets at the Police Department. If we were to sell these tablets, we might get approximately 200.00 to 300.00 each (according to our IT partners and an Ebay search). Rio Vista does not have the budgeted dollars to purchase. They would also need the docking stations that are valued at approximately \$100.00 each.

FINANCIAL IMPACT:

\$1200.00

RECOMMENDATION:

Recommend disposing of four Getac tablets in accordance with state law and Section 2-320 of the City's Code of Ordinances.

MANAGEMENT REVIEW:

Teddy May, Chief of Police



City Council Meeting Management Report

Meeting Date: January 22, 2024

Contact: Laura Cox, CFO

AGENDA ITEM:

Presentation of City's financial audit for Fiscal Year 2020-2021 by representatives of Waters, Vollmering & Associates, LLP.

BACKGROUND & FINDINGS:

Carey Adams, CPA, Partner with Waters, Vollmering & Associates, LLP, will be present to discuss the audit with City Council.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

N/A

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. None

CITY OF ALVARADO, TEXAS
SEPTEMBER 30, 2022

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City of Alvarado

104 W. College Alvarado, TX 76009

817-790-3351 ♦ Fax 817-783-7925 ♦ www.cityofalvarado.org

December 20, 2023

The Honorable Mayor, City Council and the Citizens of the City of Alvarado:

The City Council of the City of Alvarado requires that the City's Finance Department prepare a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. Accordingly, the Annual Audited Financial Report for the City of Alvarado, Texas for the fiscal year ended September 30, 2022, is hereby issued.

This report consists of management's representations concerning the finances of the City. Consequently, management assumes full responsibility for the completeness and reliability of all information presented in this report. To provide a reasonable basis for making representations, the City has designed a comprehensive internal control framework that is designed both to protect the City's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable, rather than absolute, assurance that the financial statements will be free from material misstatements. As management, we assert, that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City's financial statements have been audited by Waters, Vollmering & Associates, Independent Certified Public Accountants. The goal of the independent audit is to provide reasonable assurance that the financial statements for the City for the fiscal year ended September 30, 2022, are free of material misstatements. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded based upon the audit, that there was a reasonable basis for rendering an unqualified opinion that the City's financial statements for the fiscal year ended September 30, 2022, are fairly presented in conformity with GAAP. The independent auditors' report is presented as the first component of the financial section of this report.

GAAP requires management to provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of a Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report.

Profile of the City

The oldest town in Johnson County, Texas, Alvarado was incorporated in 1889 and is located at the intersection of Interstate Highway 35 and U.S. Highway 67, 20 miles south of Fort Worth. The City occupies approximately 7.476 square miles and serves a population of about 5,330. The City is empowered by state statute to levy a tax on both real and business personal property located within its boundaries.

The City operates under a council-manager form of government. Policy-making and legislative authority are vested in a governing Council consisting of the mayor and six (6) Council members. The City is divided into three (3) wards and two (2) Council members represent each ward. While the Council members must live in the ward they serve, the Mayor is elected at-large. The City Council is responsible for, among other things, passing ordinances, adopting the budget, appointing committees and hiring the City Manager. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the City, and appointing heads of various departments. The Mayor and City Council members serve two-year terms.

The basic financial statements of the City include governmental activities, organizations and functions for which the City is financially accountable as defined by the Government Accounting Standards Board (GASB). Based on these criteria, no other governmental organizations are included in this report.

Services Provided

The City provides a full range of services, including public safety (police, fire, and animal control), maintenance of streets, drainage and infrastructure, sanitation services, maintenance of the treated water distribution system, both sanitary and storm water collection and treatment systems, recreational activities, cultural/educational activities including Senior Services and the Public Library, and general administrative services.

Economic Conditions and Outlook

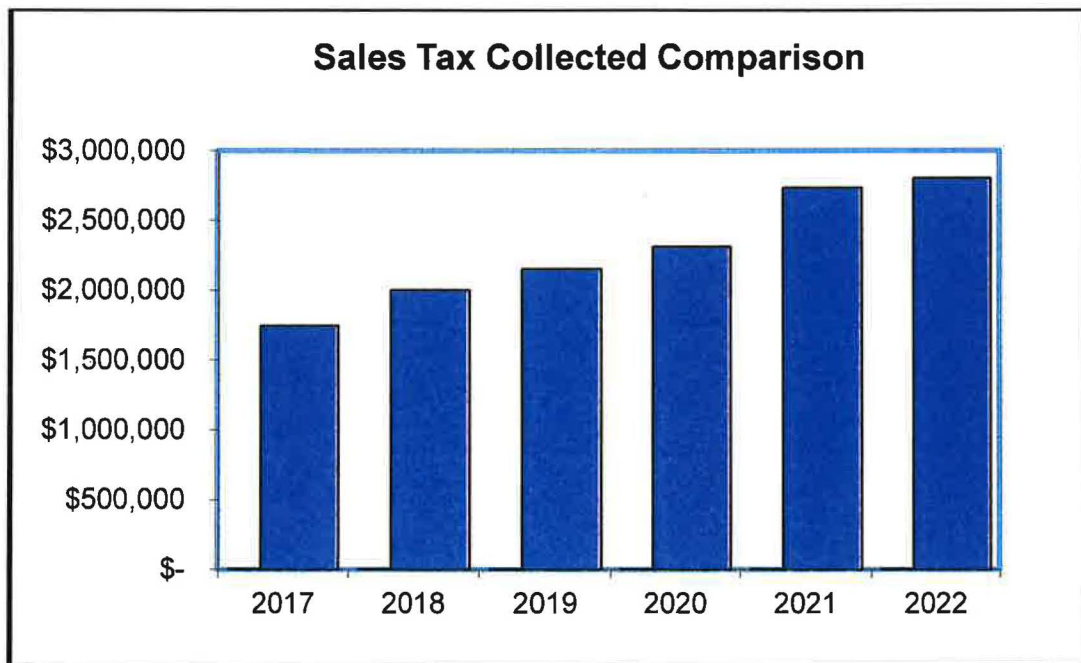
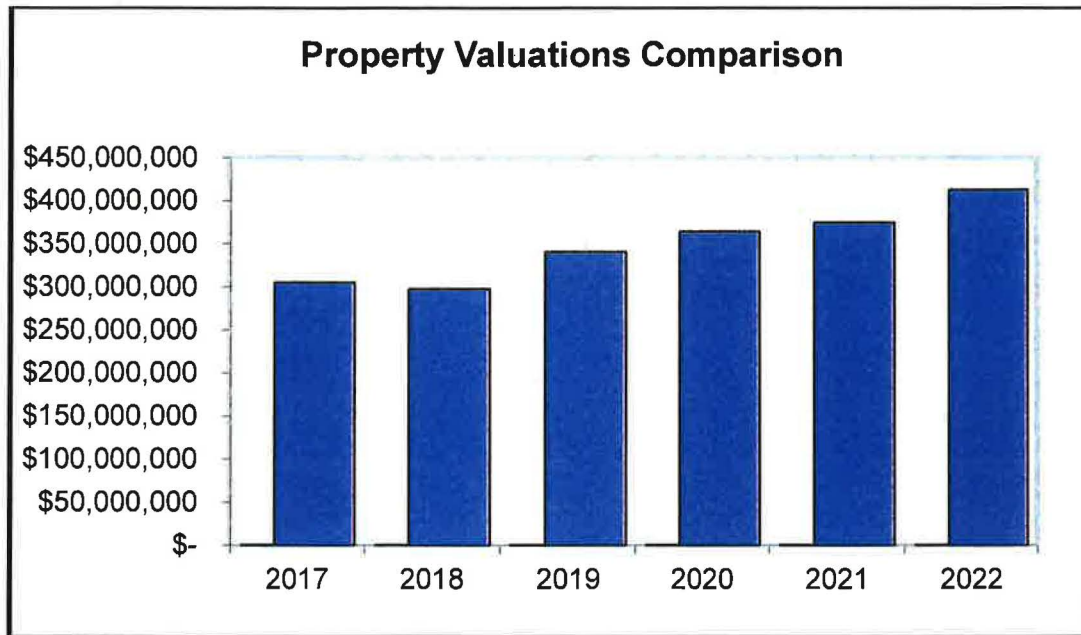
The information presented in the financial statements is perhaps best understood when it is considered from the broader aspect of the specific environment within which the City operates.

Local Economy

Fiscal year 2021-2022 concluded with positive trends providing the City with an optimistic outlook. Additional employment opportunities and growth continue to drive the local economy. Sales tax revenue slightly increased from \$2,734,109 in 2021 to \$2,803,233 in 2022 for a difference of \$69,124 or 2.53%.

The property tax rate for 2022 changed from \$0.751419/\$100 to a rate of \$0.812696/\$100.

The charts below are based upon the 2021-2022 budget year as compared to prior years. Property Valuations noted below for the budget period 2021-2022 are based upon the 2021 assessed property valuations as determined by the Johnson County Appraisal District. The chart for Sales Tax Collected also represents the amounts collected during the 2021-2022 budget year.



Accounting System and Budgetary Control

The City's accounting records and general government operations are maintained on a modified accrual basis, with the revenues being recorded when available and measurable and expenditures being recorded when the services or goods are received and the liabilities incurred. Accounting records for the City utilities are maintained on the accrual basis.

The annual budget serves as a foundation of the City's financial planning and control. State law provides that the City Council shall adopt the annual budget prepared by the City Manager. The proposed budget must be submitted to the City Secretary in accordance with Texas Local Government Code Section 102.005, as amended. The City Manager is authorized to transfer budgeted amounts between line items and departments; however, any revisions that alter the total expenditures of any fund must be approved by the City Council.

Budgetary control has been established at the departmental level. Financial reports are produced showing budget and actual expenditures by line item, and are distributed monthly to the departmental management and to others by request.

Individual line items are reviewed and analyzed for budgetary compliance. Personnel expenditures are monitored and controlled at a position level and capital expenditures are monitored and controlled item by item. Revenue budgets are reviewed monthly.

Budget-to-actual comparisons are provided in this report for the General Fund.

Debt Management

The City issues debt only for the purpose of acquiring or constructing capital assets for the general benefit of its citizens, and to allow the fulfillment of its various missions as a City. Debt may be issued for the purposes of purchasing land or right-of-way and/or improvements to land, for construction projects to provide for the general good, or for capital equipment. The City will uphold all related bond covenant agreements associated with bond issues. Bond issues are only conducted after consultation with an outside financial advisor. The City continues to contract with HilltopSecurities to provide these services.

Reserve Requirements

In 2013, the City Council adopted an official Fund Balance Policy. According to this policy, the City will reserve a General Fund fund balance equal to three months of operating expenses. This requirement has been fulfilled with General Fund unrestricted reserves of \$7,641,464. Overall, governmental funds unrestricted reserves total \$7,816,132.

Cash Management

The City utilizes its bank depository contract and its investment policy in the management of all cash. Under the Bank depository contract, the City operating account earns the bank's public fund interest rate. The City's investment policy embraces current state regulations on the investment of public funds and authorizes the City to invest in certificates of deposits, direct obligations of the United States Government or the State of Texas, obligations of an agency of the United States Government or the State of Texas, collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States and state government investment pools. The City requires all deposits and investments of City funds, other than direct purchases of U.S. Treasuries or Agencies, shall be secured by pledged collateral. In order to

anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of pledged collateral is maintained by the Accounting Director. Repurchase agreements are documented by a specific agreement noting the collateral pledge in each agreement. Collateral is reviewed to assure that the market value of the pledged securities is adequate.

Tax Appraisal/Tax Collection Responsibilities

The appraised value of taxable property in Alvarado is established by the Johnson County Appraisal District. The City of Alvarado and other taxing jurisdictions in Johnson County provide a pro-rata share of the budgeted expenditures incurred by the Appraisal District, based on individual levy. The Johnson County Tax Assessor-Collector provides tax collection services for the City and other taxing jurisdictions with Johnson County.

Risk Management

Risk management within the City is a joint effort of all City departmental heads in coordination with the City's property and casualty provider. Under a contractual arrangement, the City's facilities, procedures, and claims are reviewed by a loss prevention representative with an insurance provider. The representative and department heads address area of needs as identified through both external and internal analysis.

The City purchases liability insurance with limits of \$2M for all exposures. The City also purchases workers' compensation coverage through a public entity insurance pool.

Acknowledgements

The preparation of this report could not be accomplished without efforts of the entire City staff. Staff members are greatly appreciated for their hard work and contributions to this effort. It is through the guidance and leadership of the Mayor and City Council members that these efforts are able to be accomplished. The staff is thankful for the hard work of the Mayor and Council. Most of all the staff is thankful for the citizens of Alvarado and the opportunity to serve such a great community.

Respectfully Submitted,


Paul DeBuff
City Manager


Laura E. Cox
Chief Financial Officer

**CITY OF ALVARADO
PRINCIPAL CITY OFFICIALS
SEPTEMBER 30, 2022**

Mayor

Jacob Wheat

Council Members

Beverly Short

Michael Bennett

Cherry Bryant

Mayor – Pro Tem

Lydia Moon

Scott Arthur

Kevin Thomas

City Manager

Paul DeBuff

Interim City Secretary

Beth A. Walls

City Attorney

Ashley Dierker

Interim Chief Financial Officer

Eddie Peacock

Director of Public Works

Michael Dwiggins

Police Chief

Teddy May

Fire Chief

John Rodgers



INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and City Council,
City of Alvarado, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Alvarado, Texas (the City) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Alvarado, Texas' basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audit contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of the report. We are required to be independent of the City of Alvarado, Texas and to meet our ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Alvarado, Texas' ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our

opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Alvarado, Texas' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 5 to 14, the budgetary comparison information on pages 61 and related notes on page 66, the schedule of changes in net pension liability and related ratios on page 62, and the schedule of contributions on pages 63 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained

during our audit of the basic financial statements. We do not express an opinion or provide assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Alvarado, Texas' basic financial statements. The combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements are fairly stated in all material respects, in relation to the basic financial statements as a whole.

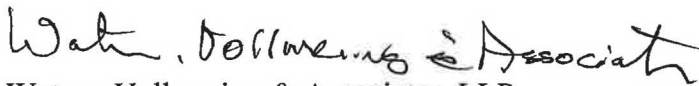
Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not over the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2023, on our consideration of the City of Alvarado, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Waters, Vollmering & Associates, LLP

Mansfield, Texas

December 20, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

FISCAL YEAR ENDED SEPTEMBER 30, 2022

As management of the City of Alvarado, we offer readers of the City of Alvarado's financial statements this narrative overview and analysis of the financial activities of the City of Alvarado for the fiscal year ended September 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal. Comparative data is included for analysis of government wide activities.

FINANCIAL HIGHLIGHTS

- The assets of the City of Alvarado exceeded its liabilities at the close of the most recent fiscal year by \$31,379,722 (total net position). Of this amount, \$13,776,309 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's total net position increased this fiscal year by \$1,112,683.
- As of the close of the current fiscal year, the City of Alvarado's governmental funds reported combined ending fund balances of \$15,347,782. Approximately 55.4% or \$8,502,607 is available for spending at the City's discretion (unassigned fund balance).
- AEDC has a fund balance of \$3,106,503 with restricted usage of \$3,106,503.
- Other Governmental Funds has a fund balance of \$4,599,815. This includes:
 - 1) Royalty fund which has a fund balance of \$861,143 (unassigned).
 - 2) The Hotel, Court, Prairieland Detention Center and Streets Maintenance Funds have a fund balance of \$ 2,297,291 (restricted).
 - 3) Special Project and Roadway Impact Fee Funds have a fund balance of \$1,441,381 with restricted usage limited to capital improvements.
- The City's total debt decreased by \$935,101 during the current fiscal year. The governmental funds debt decreased by \$663,569 and the water and sewer proprietary fund debt decreased by \$271,532.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis are intended to serve as an introduction to the City of Alvarado's basic financial statements. The City's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City of Alvarado's finances, in a manner similar to private-sector business.

The *statement of net position* presents information on all of the City of Alvarado's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decrease in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net assets changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes).

Both of the government-wide financial statements distinguish functions of the City of Alvarado that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of Alvarado include general government, public safety, public works, and culture and recreation. The business-type activity of the City of Alvarado includes a Water and Sewer Fund.

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Alvarado, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Alvarado can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources* as well as on *balance of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balance provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Alvarado maintains 9 individual funds for governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balance for the General Fund, Debt Service Fund and AEDC, all of which are considered major funds. Data from the other 6 funds (Hotel Tax Fund, Royalty Fund, Court Fund, Special Project Fund and Roadway Impact Fee for Service Area 1 and 2 Funds) are combined into a single, aggregated presentation.

Proprietary funds. The City of Alvarado maintains one type of proprietary fund. *Enterprise funds* are used to report same functions presented as *business-type activities* in the government-wide financial statements. The City of Alvarado uses an enterprise fund to account for its Water and Sewer Fund.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Water and Sewer Fund, which is considered to be a major fund of the City of Alvarado.

Notes to the financial statement. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Alvarado, assets exceeded liabilities by \$31,379,722 at the close of the most recent fiscal year. This represents an increase of \$1,112,683 from the previous fiscal year.

The largest portion of the City of Alvarado's net position is reflected by its investments in capital assets (e.g. land, buildings, equipment, improvements, construction in progress and infrastructure) less any related debt used to acquire those assets that is still outstanding. The City of Alvarado uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the City of Alvarado's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

City of Alvarado's Net Position

	Governmental Activities		Business-Type Activities		Total	
	2021	2022	2021	2022	2021	2022
ASSETS						
Current Assets	\$17,510,360	\$19,836,597	\$ 7,721,767	\$ 7,698,162	\$25,232,127	\$27,534,759
Noncurrent Assets	11,451,769	10,659,856	15,145,136	16,605,721	26,596,905	27,265,577
Total Assets	28,962,129	30,496,453	22,866,903	24,303,883	51,829,032	54,800,336
DEFERRED OUTFLOWS OF RESOURCES						
Deferred pension contributions	108,319	121,823	18,027	20,204	126,346	142,027
Deferred OPEB contributions	2,637	92,063	439	528	3,076	92,591
Deferred bond discounts	-	-	16,667	15,833	16,667	15,833
Deferred OPEB assumptions	30,985	29,521	5,157	4,896	36,142	34,417
Deferred pension actuarial losses	162,210	-	26,996	14,741	189,206	14,741
Total Deferred Outflows	304,151	243,407	67,286	56,202	371,437	299,609
LIABILITIES						
Current Liabilities	4,642,334	5,537,110	1,287,984	3,318,983	5,930,318	8,856,093
Long Term Liabilities	8,713,335	7,670,720	7,025,817	6,719,033	15,739,152	14,389,753
Total Liabilities	13,355,669	13,207,830	8,313,801	10,038,016	21,669,470	23,245,846
DEFERRED INFLOWS OF RESOURCES						
Deferred bond premiums	-	-	3,674	3,490	3,674	3,490
Deferred OPEB expense	6,889	12,099	1,147	1,147	8,036	13,246
Deferred pension expense	216,260	391,803	35,990	65,838	252,250	457,641
Total Deferred Inflows	223,149	403,902	40,811	70,475	263,960	474,377
NET POSITION						
Net investment in capital assets	2,231,561	2,144,622	7,768,154	9,500,687	9,999,715	11,645,309
Restricted	5,873,127	6,845,175	5,894,938	(887,071)	11,768,065	5,958,104
Unrestricted	7,582,774	8,138,331	916,485	5,637,978	8,499,259	13,776,309
Total Net Position	\$15,687,462	\$17,128,128	\$14,579,577	\$14,251,594	\$30,267,039	\$31,379,722

An additional portion of the City of Alvarado's net position, \$5,958,104 represents resources that are subject to external restrictions on how they may be used. Unrestricted net assets of \$13,776,309 may be used to meet the government's ongoing obligations to citizens and creditors.

As of September 30, 2022, the City of Alvarado is able to report positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities.

Governmental Activities. Governmental activities reflect an increase in the City's net position from the previous year by \$1,440,666, from \$15,687,462 to \$17,128,128.

Business-type Activities. Net position from business-type activities decreased by \$327,983, from \$14,579,577 to \$14,251,594.

The following table provides a summary of the City's operations for the year ended September 30, 2022 with the comparative totals for the year ended September 30, 2021.

City of Alvarado's Changes in Net Position

	Governmental Activities		Business Activities		Total	
	2021	2022	2021	2022	2021	2022
REVENUES:						
Charges for Services	\$ 2,715,850	\$ 2,166,918	\$ 3,437,793	\$ 3,313,357	\$ 6,153,643	\$ 5,480,275
Operating Grants/Contributions	-	-	-	-	-	-
Capital Grants/Contributions	561,485	587,216	-	-	561,485	587,216
General Revenues:	-	-	-	-	-	-
Property Taxes	2,811,496	3,336,025	-	-	2,811,496	3,336,025
Sales Tax	3,001,219	3,121,253	-	-	3,001,219	3,121,253
Franchise Tax	459,885	483,215	-	-	459,885	483,215
Alcoholic beverage taxes	921	1,159	-	-	921	1,159
Unrestricted investment earnings	5,806	108,892	5,653	44,467	11,459	153,359
Gain/Loss on Sale of Assets	43,762	36,934	47,650	115,963	91,412	152,897
Other revenue	147,606	197,368	-	-	147,606	197,368
Total Revenue	9,748,030	10,038,980	3,491,096	3,473,787	13,239,126	13,512,767
EXPENSES:						
General government	885,431	1,122,228	-	-	885,431	1,122,228
Public safety	3,812,033	4,481,862	-	-	3,812,033	4,481,862
Public works	230,215	279,754	-	-	230,215	279,754
Community development	786,190	604,110	-	-	786,190	604,110
Cultural & recreational	361,827	421,583	-	-	361,827	421,583
Social & welfare	96,165	103,418	-	-	96,165	103,418
Economic development	55,933	143,218	-	-	55,933	143,218
Pension expense	145,495	77,551	-	-	145,495	77,551
Interest on long-term debt	299,215	848,509	-	-	299,215	848,509
Water & sewer operations	-	-	3,784,918	4,317,851	3,784,918	4,317,851
Bond issuance costs	-	-	131,795	-	131,795	-
Total Expenses	6,672,504	8,082,233	3,916,713	4,317,851	10,589,217	12,400,084
Change in net position before transfers	3,075,526	1,956,747	(425,617)	(844,064)	2,649,909	1,112,683
Transfers	307,496	(516,081)	(307,496)	516,081	-	-
Change in net position	3,383,022	1,440,666	(733,113)	(327,983)	2,649,909	1,112,683
Net position - Beginning	12,304,440	15,687,462	15,312,690	14,579,577	27,617,130	30,267,039
Net position - Ending	\$ 15,687,462	\$ 17,128,128	\$ 14,579,577	\$ 14,251,594	\$ 30,267,039	\$ 31,379,722

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unreserved fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$15,347,782 which is an increase of \$1,480,278 in comparison with the prior year. Approximately \$8,502,607 of this total constitutes unassigned fund balance, which is available for spending at the government's discretion with \$0 as an assigned fund balance which may be used with Council approval. \$1,441,381 of the fund balance is committed to specific projects while \$5,403,794 of the balance has restrictions and \$0 is committed for other purposes. Refer to page 22 of this report for a more detailed presentation of governmental fund balances.

Proprietary Funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

There was a decrease in the total net position of the City's Proprietary Fund of \$327,983 from the previous year (\$14,579,577 to \$14,251,594). Unrestricted net position of the City's Proprietary Funds at the end of the year amounted to \$5,637,978, which represents an increase of \$4,721,493 from the previous year (\$916,485 to \$5,637,978).

General Fund Highlights

When compared to the prior year, General Fund revenue for the City was relatively flat with an increase of \$71,368 or 0.99%.

Beginning in April 2021, a portion of the local sales tax was allocated for street maintenance and repair of municipal streets as approved by voters in our city. As of September 2022, the fund balance is \$522,758.

CAPITAL ASSETS

The City of Alvarado's investment in capital assets for its governmental and business-type activities as of September 30, 2022, amounts to \$27,265,577 (net of accumulated depreciation.). This investment in capital assets includes land, buildings and improvements, machinery, equipment, infrastructure and construction in progress.

Major capital asset events occurring during the current fiscal year included the following:

- The Police Department purchased computer tablets for vehicles
- The Police Department purchased Lexipol Software for \$19,403
- The Police Department purchased a Drone for \$32,621
- The Police Department added necessary outfitting equipment to vehicles for \$23,382
- The Fire Department purchased uniforms for \$12,800
- The Fire Department remodeled bathroom for \$19,750
- The Public Works Department purchased SCADA Upgrade (computer and software) for Wastewater Treatment Plan for \$5,285, which is the first payment. The second payment of \$6,665 will be paid in 2022-2023
- Lights and Cameras for City parks for \$16,695
- Audio and video equipment was purchased for the court room totaling \$56,969
- Construction in progress for Maple Avenue Maple Sewer Line Project for \$1,038,775
- Construction in progress for Wastewater Treatment Plant expansion project for \$764,241
- Sante Fe 8-inch Sewer Line Installation for \$120,995
- Capital Leases for vehicles acquired through Enterprise Fleet Management is \$259,307

The following table provides a summary of the City's capital assets for the year ended September 30, 2022 as compared to the summary of capital assets for the year ended September 30, 2021:

CITY OF ALVARADO						
CAPITAL ASSETS AT YEAR-END						
(Net of Depreciation)						
	Governmental Activities		Business-Type Activities		Totals	
	2021	2022	2021	2022	2021	2022
Land	357,193	357,193	1,005,509	1,005,509	1,362,702	1,362,702
Buildings & Improvements	2,093,002	2,038,816	8,463	8,262	2,101,465	2,047,078
Infrastructure	5,962,932	6,243,590			5,962,932	6,243,590
Vehicles	1,168,021	529,463	225,740	178,675	1,393,761	708,138
Parks Improvements	1,015,505	952,154			1,015,505	952,154
Water System			5,403,218	5,272,113	5,403,218	5,272,113
Sewer System			8,203,789	7,785,706	8,203,789	7,785,706
Other Equipment	488,498	538,640	106,607	93,661	595,105	632,301
Construction in Progress	366,618		191,810	2,261,795	558,428	2,261,795
Total	<u>11,451,769</u>	<u>10,659,856</u>	<u>15,145,136</u>	<u>16,605,721</u>	<u>26,596,905</u>	<u>27,265,577</u>

DEBT ADMINISTRATION

Total Debt. The City of Alvarado's total debt outstanding at the end of the current fiscal year is \$15,871,024. This amount is a decrease of \$935,101 from the previous fiscal year.

Long-term Debt. At the end of the current fiscal year, the City of Alvarado had total long-term debt outstanding of \$14,332,303. Of this amount, \$13,539,266 is comprised of long-term bonds payable. The remainder of the debt, \$793,037, is comprised of various notes and capital leases for vehicles, equipment and buildings and compensated absences.

Current Debt. At the end of the current fiscal year, the City of Alvarado had total current debt of \$1,538,721 including current bonds payable, current notes payable, capital leases and compensated absences.

Bond Rating. The City continues to have a favorable bond rating of "AA" from Standard and Poor's Rating Service.

The following table provides a summary of the City's outstanding debt for the year ended September 30, 2022 as compared to the summary of outstanding debt for the year ended September 30, 2021.

CITY OF ALVARADO OUTSTANDING DEBT AT YEAR-END

	Governmental Activities		Business-Type Activities		Totals	
	2021	2022	2021	2022	2021	2022
Certificates of Obligation	\$ 8,144,544	\$ 7,560,546	\$ 7,158,475	\$ 6,872,925	\$ 15,303,019	\$ 14,433,471
Capital Leases	656,590	600,905	217,859	232,109	874,449	833,014
Notes Payable	419,074	353,783	-	-	419,074	353,783
Compensated Absences	177,606	219,011	31,329	31,745	208,935	250,756
Total	<u>\$ 9,397,814</u>	<u>\$ 8,734,245</u>	<u>\$ 7,407,663</u>	<u>\$ 7,136,779</u>	<u>\$ 16,805,477</u>	<u>\$ 15,871,024</u>

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The following factors were considered in preparing the City of Alvarado's budget for the 2021-2022 fiscal year:

- The City benefits from its strategic location, which is approximately 20 miles from Fort Worth and 35 miles from Dallas.
- Local inflation increased in the Dallas-Fort Worth-Arlington area to 9.2% from 5.9% in September 2022, or 55.9%.
- The City's property tax rate for 2021-2022 is \$0.812696 per \$100 of valuation. The property tax rate for 2020-2021 was the Voter Approval Rate at \$0.751419 per \$100 of valuation.
- The City currently receives royalties from 29 gas wells.
- Alvarado continues to generate sales tax revenue from area quick-service restaurants, the sale of alcoholic beverages at several stores selling beer and wine and two package stores selling all types of liquor.
- The City adopted a resolution in November 2020 that uses local sales and use tax in the City of Alvarado at the rate of 0.25% to provide revenue for maintenance and repair of municipal streets that began on April 1, 2021.
- The City issued 183 Certificates of Occupancy for 2021-2022.
- Summit at Walnut Creek, a 204-unit apartment complex consisting of 9 buildings, commenced construction.
- The Parks of Alvarado subdivision completed 133 homes of the 349 single family homes platted.
- Eagle Glen subdivision completed 156 homes of the 165 single family homes platted.
- The City of Alvarado Impact Fee program enters its third year of operation and is proving beneficial to support needed infrastructure improvements.
- Residential and commercial development interest in the Alvarado area remains high.
- Continue to contract with Enterprise Fleet Management to lease City vehicles.

Requests for Information

This financial report is designed to provide a general overview of the City of Alvarado's finances for all those with an interest in the city's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Alvarado, Finance Department, 104 West College, Alvarado, Texas 76009.

BASIC FINANCIAL STATEMENTS

CITY OF ALVARADO, TEXAS
STATEMENT OF NET POSITION
September 30, 2022

	Governmental Activities	Business-type Activities	Total
ASSETS			
Current assets:			
Equity in pooled cash and cash equivalents	\$ 3,405,666	\$ 615,832	\$ 4,021,498
Investments	11,811,852	388,480	12,200,332
Receivables (net)			
Taxes receivable	514,068	-	514,068
Accounts receivable	153,228	429,897	583,125
Other	-	-	-
Inventory	-	69,521	69,521
Prepaid expenses	13,368	-	13,368
Restricted assets			
Cash	1,669,675	341,166	2,010,841
Deposits	25	191,962	191,987
Investments	2,268,715	5,661,304	7,930,019
Total current assets	<u>19,836,597</u>	<u>7,698,162</u>	<u>27,534,759</u>
Noncurrent assets:			
Capital assets, net	10,659,856	16,605,721	27,265,577
Total noncurrent assets	<u>10,659,856</u>	<u>16,605,721</u>	<u>27,265,577</u>
Total assets	<u>30,496,453</u>	<u>24,303,883</u>	<u>54,800,336</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred pension contributions	121,823	20,204	142,027
Deferred OPEB contributions	92,063	528	92,591
Deferred bond discounts	-	15,833	15,833
Deferred OPEB assumptions	29,521	4,896	34,417
Deferred pension actuarial losses	-	14,741	14,741
	<u>243,407</u>	<u>56,202</u>	<u>299,609</u>
LIABILITIES			
Current liabilities:			
Accounts payable	4,424,548	2,178,300	6,602,848
Accrued liabilities	428,638	98,411	527,049
Due to other funds	(364,371)	364,371	-
Deposits	-	262,680	262,680
Current portion			
Revenue bonds payable	564,000	255,000	819,000
Notes payable	67,049	-	67,049
Capital leases	198,235	128,476	326,711
Compensated absences	219,011	31,745	250,756
Total current liabilities	<u>5,537,110</u>	<u>3,318,983</u>	<u>8,856,093</u>
Noncurrent liabilities:			
Revenue bonds payable	6,996,546	6,617,925	13,614,471
Notes payable	286,734	-	286,734
Capital leases	402,670	103,633	506,303
Net OPEB liability	120,008	19,903	139,911
Net pension liability	(135,238)	(22,428)	(157,666)
Total noncurrent liabilities	<u>7,670,720</u>	<u>6,719,033</u>	<u>14,389,753</u>
Total liabilities	<u>13,207,830</u>	<u>10,038,016</u>	<u>23,245,846</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred bond premiums	-	3,490	3,490
Deferred OPEB expense	12,099	1,147	13,246
Deferred pension expense	<u>391,803</u>	<u>65,838</u>	<u>457,641</u>
	<u>403,902</u>	<u>70,475</u>	<u>474,377</u>
NET POSITION			
Invested in capital assets, net of related debt	2,144,622	9,500,687	11,645,309
Restricted			
Public Safety	5,403,794	-	5,403,794
Capital improvements	1,441,381	(887,071)	554,310
Unrestricted	8,138,331	5,637,978	13,776,309
Total net position	<u>\$ 17,128,128</u>	<u>\$ 14,251,594</u>	<u>\$ 31,379,722</u>

See accompanying notes and independent auditor's report

CITY OF ALVARADO, TEXAS
STATEMENT OF ACTIVITIES
For the Fiscal Year Ended September 30, 2022

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Change in Net Assets		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
Governmental activities:							
General government:							
General government	\$ 1,122,228	\$ 363,445	\$ -	\$ -	\$ (758,783)	-	\$ (758,783)
Public safety	4,481,862	321,098	-	-	(4,160,764)	-	(4,160,764)
Public works	279,754	-	-	-	(279,754)	-	(279,754)
Cultural and recreational	421,583	-	-	-	(421,583)	-	(421,583)
Economic development	143,218	608,082	-	-	464,864	-	464,864
Community development	604,110	836,175	-	587,216	819,281	-	819,281
Social and welfare	103,418	38,118	-	-	(65,300)	-	(65,300)
Pension expense	77,551	-	-	-	(77,551)	-	(77,551)
Interest on long-term debt	848,509	-	-	-	(848,509)	-	(848,509)
Total governmental activities	<u>\$8,082,233</u>	<u>\$ 2,166,918</u>	<u>-</u>	<u>587,216</u>	<u>(\$5,328,099)</u>	<u>-</u>	<u>(\$5,328,099)</u>
Business-type activities:							
Water and sewer	<u>\$ 4,317,851</u>	<u>\$ 3,313,357</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>	<u>\$ (1,004,494)</u>	<u>(\$1,004,494)</u>
General revenues:							
Taxes:							
General property taxes					3,336,025	-	3,336,025
Sales tax					3,121,253	-	3,121,253
Franchise tax					484,374	-	484,374
Interest income					108,892	44,467	153,359
Gain (Loss) on sale of capital assets					36,934	115,963	152,897
Administrative fee					85,000	-	85,000
Miscellaneous					112,368	-	112,368
Transfers					(516,081)	516,081	-
Total general revenues and proceeds					<u>6,768,765</u>	<u>676,511</u>	<u>7,445,276</u>
Change in net position					<u>1,440,666</u>	<u>(327,983)</u>	<u>1,112,683</u>
Net position-beginning of period					<u>15,687,462</u>	<u>14,579,577</u>	<u>30,267,039</u>
Net position-ending					<u>\$ 17,128,128</u>	<u>\$ 14,251,594</u>	<u>\$ 31,379,722</u>

See accompanying notes and independent auditor's report

CITY OF ALVARADO, TEXAS
BALANCE SHEET
GOVERNMENTAL FUNDS
September 30, 2022

	General Fund	Debt Service Fund	AEDC	Other Governmental Funds	Total Governmental Funds
ASSETS					
Equity in pooled cash and cash equivalents	\$ 1,645	\$ -	\$ 2,006,301	\$ 1,397,720	\$ 3,405,666
Investments	10,015,833	-	1,040,134	755,885	11,811,852
Receivables, net					
Accounts	38,737	-	-	114,491	153,228
Property taxes	81,822	31,073	-	-	112,895
Sales taxes	365,149	-	60,911	87,658	513,718
Fines receivable	78,668	-	-	-	78,668
Due from other funds	364,371	-	-	-	364,371
Prepaid expenses	13,668	(300)	-	-	13,368
Restricted					
Cash	-	-	-	1,669,675	1,669,675
Intergovernmental Receivable	25	-	-	-	25
Investments	1,173,434	365,099	-	730,182	2,268,715
Total assets	<u>\$ 12,133,352</u>	<u>\$ 395,872</u>	<u>\$ 3,107,346</u>	<u>\$ 4,755,611</u>	<u>\$ 20,392,181</u>
LIABILITIES					
Accounts payable	\$ 3,218,212	\$ 1,049,931	\$ 609	\$ 155,796	\$ 4,424,548
Accrued liabilities	428,404	-	234	-	428,638
Total liabilities	<u>3,646,616</u>	<u>1,049,931</u>	<u>843</u>	<u>155,796</u>	<u>4,853,186</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows of property tax revenue	160,490	30,723	-	-	191,213
Total liabilities and deferred inflows of resources	<u>3,807,106</u>	<u>1,080,654</u>	<u>843</u>	<u>155,796</u>	<u>5,044,399</u>
FUND BALANCES					
Fund balances:					
Nonspendable	-	-	-	-	-
Restricted	684,782	(684,782)	3,106,503	2,297,291	5,403,794
Capital improvement	-	-	-	1,441,381	1,441,381
Committed	-	-	-	-	-
Assigned	-	-	-	-	-
Unassigned	7,641,464	-	-	861,143	8,502,607
Total fund balances	<u>8,326,246</u>	<u>(684,782)</u>	<u>3,106,503</u>	<u>4,599,815</u>	<u>\$ 15,347,782</u>
Total liabilities, deferred inflows and fund balance:	<u>\$ 12,133,352</u>	<u>\$ 395,872</u>	<u>\$ 3,107,346</u>	<u>\$ 4,755,611</u>	
Amounts reported for governmental activities in the statement of net position are different because:					
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds (Note B)					10,659,856
Other long-term assets and liabilities are not available to pay for current-period expenditures, and therefore, are deferred in the funds					(160,495)
Long-term liabilities, including bond payable and pension expense, are not due and payable in the current period and therefore are not reported in the funds (Note B)					(8,500,004)
Compensated absences are not due and payable in the current period and therefore are not reported in the funds					(219,011)
Net position of governmental activities					<u>\$ 17,128,128</u>

See accompanying notes and independent auditor's report

CITY OF ALVARADO, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
For the Fiscal Year Ended September 30, 2022

	General Fund	Debt Service Fund	AEDC	Other Governmental Funds	Total Governmental Funds
REVENUE:					
General property taxes, interest and penalties	\$ 2,417,420	\$ 918,605	\$ -	\$ -	\$ 3,336,025
Sales tax	2,097,307	-	352,963	352,963	2,803,233
Hotel tax	-	-	-	316,861	316,861
Fines and forfeitures	321,098	-	-	-	321,098
Franchise tax	484,374	-	-	-	484,374
Mixed beverage tax	1,159	-	-	-	1,159
Rental fees	38,118	-	-	-	38,118
Intergovernmental	711,300	-	-	124,875	836,175
Licenses, fees and permits	334,909	-	-	28,536	363,445
Interest	85,295	-	7,268	16,329	108,892
Proceeds from disposition of property	-	-	-	-	-
Contributions and donations	587,216	-	-	-	587,216
Water/Sewer administrative fee	85,000	-	-	-	85,000
Oil and gas royalties	-	-	-	297,865	297,865
Impact Fees	-	-	-	310,217	310,217
Miscellaneous	112,368	-	-	-	112,368
Total Revenue	7,275,564	918,605	360,231	1,447,646	10,002,046
EXPENDITURES:					
Current operating					
General government	1,068,573	-	-	-	1,068,573
Public safety	4,141,634	-	-	25,182	4,166,816
Community development	187,061	-	55,202	2,284	244,547
Public works	157,032	-	-	67,687	224,719
Cultural and recreational	419,300	-	-	-	419,300
Social and welfare	82,790	-	-	-	82,790
Economic development	-	-	-	134,086	134,086
Capital Outlay	192,105	-	-	594,284	786,389
Debt Service	-	-	-	-	-
Principal	-	947,030	-	-	947,030
Interest	-	716,825	-	-	716,825
Paying agent	-	1,075	-	-	1,075
Total Expenditures	6,248,495	1,664,930	55,202	823,523	8,792,150
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,027,069	(746,325)	305,029	624,123	1,209,896
OTHER FINANCING SOURCES:					
Transfers in	-	474,626	-	450,000	924,626
Transfers out	(451,160)	(82,089)	(120,995)	-	(654,244)
NET CHANGE IN FUND BALANCES	575,909	(353,788)	184,034	1,074,123	1,480,278
FUND BALANCE - October 1, 2021	7,750,337	(330,994)	2,922,469	3,525,692	13,867,504
FUND BALANCE - September 30, 2022	\$ 8,326,246	\$ (684,782)	\$ 3,106,503	\$ 4,599,815	\$ 15,347,782

See accompanying notes and independent auditor's report

CITY OF ALVARADO, TEXAS
RECONCILIATION OF THE STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2022

Amounts reported for governmental activities in the statement of activities are different because:

Net change in fund balances - total governmental funds	\$ 1,480,278
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount of assets acquired during the year	466,974
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount for depreciation in the current period.	(855,335)
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and interfund transfers) is to increase net position.	(97,216)
Governmental funds report principal reductions as expenditures. However, in the statement of activities the payment of the debt principal reduces the outstanding liability. This is the amount of principal payments during the current period.	823,148
The issuance of long-term debt (e.g. bonds, leases, compensated absences) provides current financial resources to government funds. Issuance of long-term debt does not effect net position. This is the amount of debt issued in the current period.	(158,172)
Governmental funds do not report compensated absences as expenditures. However, in the statement of activities the accrual of compensated absences increases the expenditure accounts. This is the amount of compensated absences expenditures for the current period.	(219,011)
Changes in net position of governmental activities	<u>\$ 1,440,666</u>

See accompanying notes and independent auditor's report

CITY OF ALVARADO, TEXAS
STATEMENT OF NET POSITION
WATER AND SEWER PROPRIETARY FUND
September 30, 2022

ASSETS

Current assets:	
Equity in pooled cash and cash equivalents	\$ 615,832
Investments	388,480
Accounts receivable (net of allowance for uncollectible amounts)	429,897
Other receivables	
Inventory	69,521
Restricted assets	
Cash	341,166
Deposits	191,962
Investments	5,661,304
Total current assets	<u>7,698,162</u>
Noncurrent assets:	
Capital assets, net	<u>16,605,721</u>
Total noncurrent assets	<u>16,605,721</u>
Total assets	<u>24,303,883</u>

DEFERRED OUTFLOW OF RESOURCES

Deferred bond discounts	15,833
Deferred OPEB assumptions	4,896
Deferred pension contributions	20,204
Deferred OPEB contributions	528
Deferred pension actuarial losses	<u>14,741</u>
	56,202

LIABILITIES

Current liabilities:	
Accounts payable	2,178,300
Accrued liabilities	98,411
Due to other funds	364,371
Deposits	262,680
Current portion	
Revenue bonds payable	255,000
Capital leases	128,476
Compensated absences	<u>31,745</u>
Total current liabilities	<u>3,318,983</u>
Noncurrent liabilities:	
Revenue bonds payable	6,617,925
Capital leases	103,633
Net OPEB liability	19,903
Net pension liability	<u>(22,428)</u>
Total noncurrent liabilities	<u>6,719,033</u>
Total liabilities	<u>10,038,016</u>

DEFERRED INFLOW OF RESOURCES

Deferred bond premiums	3,490
Deferred pension expense	<u>66,985</u>
	70,475

NET POSITION

Invested in capital assets, net of related debt	9,500,687
Restricted for:	
Capital Improvements	(887,071)
Unrestricted	<u>5,637,978</u>
Total net position	<u>\$ 14,251,594</u>

See accompanying notes and independent auditor's report

CITY OF ALVARADO, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
WATER AND SEWER PROPRIETARY FUND
For the Fiscal Year Ended September 30, 2022

OPERATING REVENUES:

Water service	\$ 1,637,054
Sewer service	1,154,514
Garbage service	213,165
Late charges	72,462
Impact Fees	63,637
Miscellaneous income	172,525
Total operating revenues	<u>3,313,357</u>

OPERATING EXPENSES:

Personnel services	667,673
Contractual services	2,063,346
Supplies and maintenance	485,006
Administrative fees	85,000
Other fees	114,907
Depreciation	758,677
Total operating expenses	<u>4,174,609</u>

Operating income (loss)	(861,252)
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NON-OPERATING REVENUES (EXPENSES)

Gain on sale of assets	115,963
Interest income	44,467
Accretion of bond premiums/discounts	35,550
Interest expense	(178,792)
Net non-operating revenues (expenses)	<u>17,188</u>

INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	(844,064)
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Operating transfers in	2,410,101
Operating transfers out	(1,894,020)
Net transfers	<u>516,081</u>

CHANGE IN NET POSITION	(327,983)
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NET POSITION, October 1, 2021	14,579,577
NET POSITION, September 30, 2022	<u>\$ 14,251,594</u>

See accompanying notes and independent auditor's report

CITY OF ALVARADO, TEXAS
STATEMENT OF CASH FLOWS
WATER AND SEWER PROPRIETARY FUND
For the Fiscal Year Ended September 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES:

Cash received from:		
Customers	\$	3,269,440
Cash paid to/for:		
Employees		(631,247)
Suppliers		(781,781)
Net cash flows provided by operating activities		<u>1,856,412</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Operating transfers out	\$	(1,894,020)	
Operating transfers in		<u>2,410,101</u>	
Net cash flows used in noncapital financing activities			516,081

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:

Acquisition and construction of capital assets	(2,381,304)	
Principal paid on bonds, notes and lease obligations	(348,648)	
Proceeds on sale of assets	292,909	
Interest paid on bonds, notes and lease obligations	<u>(178,792)</u>	
Net cash flows used in capital and related financing activities		(2,615,835)

CASH FLOWS FROM INVESTING ACTIVITIES:

Amount received from interest income	44,467	
Proceeds received from leases	<u>112,898</u>	
Net cash flows provided by investing activities		<u>157,365</u>
Net increase in cash and cash equivalents		(85,977)

Cash and cash equivalents, October 1, 2021	7,284,721
Cash and cash equivalents, September 30, 2022	<u>\$ 7,198,744</u>

RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES

Operating income (loss)		\$ (861,252)
Adjustments for transactions not requiring cash		
Depreciation	\$ 758,677	
Gain on disposal of assets	(115,963)	
Miscellaneous (income) expense	52,000	
Accretion of bond premiums	35,550	
Pension	12,861	
Change in current assets and current liabilities		
(Increase) decrease in accounts receivable	(62,372)	
(Increase) decrease in deferred outflows	11,084	
Increase (decrease) in accounts payable	1,994,891	
Increase (decrease) in accrued liabilities	37,349	
Increase (decrease) in customer deposits	18,455	
Increase (decrease) in net pension liability	(54,948)	
Increase (decrease) in deferred inflows	29,664	
Increase (decrease) in compensated absences payable	<u>416</u>	
Total adjustments and changes		2,717,664
Net cash provided by operating activities		<u>\$ 1,856,412</u>

See accompanying notes and independent auditor's report

**CITY OF ALVARADO, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022**

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Alvarado, Texas (the "City"), have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") applicable to state and local governments. The Governmental Accounting Standards Board ("GASB") is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Governments are also required to follow the pronouncements of the Financial Accounting Standards Board (FASB) issued through November 30, 1989 (when applicable) that do not conflict with or contradict GASB pronouncements. Although the City has the option to apply FASB pronouncements issued after that date to its business-type activities and enterprise funds, the City has chosen not to do so. These notes are organized to provide concise explanations, including required disclosures of budgetary matters, assets, liabilities, fund balance, revenues, expenditures/expenses, and other information considered important to gaining a clear picture of the City's financial activities for the fiscal year ended September 30, 2022. The more significant accounting policies established in GAAP and used by the City are discussed below.

1. Reporting Entity

The City is a municipal corporation formed in 1889 by charter as a general law city. The City is governed by an elected mayor and six-member Council. Two council members are elected for each of three wards while the mayor is elected at large.

As required by Governmental Accounting Standards Board (GASB) Statement No. 61, the accompanying financial statements present the City and its component units, entities for which the City is considered to be financially accountable. Component units are included in the reporting entity because of the significance of their operational relationship with the City. A City is financially accountable for the organizations that make up its legal entity. It is also financially accountable for legally separate organizations if City officials appoint a voting majority of the organization's governing body and are able to either impose their will on that organization, or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the City. The City may also be financially accountable for governmental organizations that are fiscally dependent on it. Lastly, even if the City is not financially accountable, an organization should be included if its exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Blended component units, although legally separate entities, are in substance, part of the City's operations. Component units are included in the City's financial statements using the blended method in any of these circumstances:

- a) The component unit's governing body is substantively the same as the governing body of the City *and* there is a financial benefit or burden relationship *or* management of the primary has operational responsibility for the component unit.
- b) The component unit provides services entirely, or almost entirely, to the City or exclusively, benefits the City.
- c) The component unit's total debt outstanding, including leases, is expected to be repaid entirely or almost entirely with resources of the City. Otherwise, the organization is a discretely presented component unit and its data is reported together with, but separately from, the data of the City in the government-wide financial statements

Information regarding blended component units can be obtained at City Hall.

Blended Presented Component Units

Alvarado Economic Development Corporation ("AEDC") – This entity was created in May of 2001. It began collecting sales and use tax in October of 2001. The entity's board of directors is appointed by the City Council and the City Management maintains significant continuing management oversight with respect to policies. Additionally, the City is ultimately responsible for all fiscal matters. The AEDC was formed for the purpose of benefiting and accomplishing public purposes for the promotion and development of industrial and manufacturing enterprises and to promote and encourage employment and public welfare of the City by issuing bonds on behalf of the City for financing as stated in the Development Corporation Act of 1979. The AEDC provides these services exclusively to the City and does not issue separate financial statements.

Related Corporation

Prairielands Public Facility Corporation – This entity was created in July 2011, as a nonprofit public facilities corporation to act on behalf of the City of Alvarado, Texas to finance or provide for the acquisition, construction, rehabilitation, renovation, repair, equipping, furnishing, and placement in service of certain correctional (public) facilities of the City. The entity's board of directors is appointed by the City Council and the City Management maintains significant continuing management oversight with respect to policies. Additionally, the City is ultimately responsible for all fiscal matters. Although the Prairielands Public Facility Corporation financial matters are ratified or denied by the City, the City is not legally entitled to the Prairielands Public Facility Corporation resources or is it legally obligated for the indebtedness of the Prairielands Public Facility Corporation. The Prairielands Public Facility Corporation has the full legal right, power and authority to enter into that certain Prairieland Detention Center Housing Agreement dated July 1, 2015 and certain Intergovernmental Service Agreement dated as of February 24, 2015 between the City of the United States Department of Homeland Security, U.S. Immigration and Customs Enforcement. The Prairielands Public Facility Corporation provides these services exclusively for the City and issues separate financial statements.

2. Basis of Presentation

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide (based on the City as a whole) and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all the non-fiduciary activities of the primary government and its component units. For the most part, the effect of the interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

The government-wide Statement of Activities demonstrates the degree to which the direct expenses of a given function (Police, Public Works, etc.) or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment, and 3) grants and contributions that are restricted to meeting capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues. The City does not allocate indirect costs. An administrative service fee is charges by the General Fund to the proprietary fund to recover the direct costs of General Fund services provided (finance, personnel, purchasing, legal, technology management, etc.)

The net cost (by function or business-type activity) is normally covered by general revenue (property, sales, franchise taxes, intergovernmental revenues, interest income, etc.). Separate fund based financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. The major governmental funds are the general fund, debt service fund, and the AEDC fund. The major enterprise fund is the water and sewer fund. GASB Statement No. 34 sets forth minimum criteria (percentage of assets, liabilities, revenues or expenditures/expenses of either fund category for the governmental and enterprise combined) for the determination of major category funds. The City has three non-major funds, which are the hotel and occupancy tax fund, special revenue fund and the royalty fund. The non-major funds are combined in a separate column in the fund financial statements.

The government-wide focus is more on the sustainability of the City as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. The focus of the fund financial statements is on the major individual funds of the governmental and business-type categories, as well as the fiduciary funds, (by category) and the component units. Each

presentation provides valuable information that can be analyzed and compared to enhance the usefulness of the information.

3. Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized when they are susceptible to accrual, as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues (except grant revenues) to be available if they are collected within 30 days of the end of the current fiscal period. The City considers the availability period for grants to be one year. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when the obligation has matured and will be paid shortly after year end (not to exceed one month).

Ad valorem taxes, franchise taxes, sales taxes, certain public safety and other revenues recorded in the General Fund and ad valorem tax revenues recorded in the Debt Service Fund are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Licenses and permits, charges for services, fines and forfeitures, contributions, and miscellaneous revenues are recorded as revenues when received in cash, because they are generally not measurable until actually received. Interest earnings revenue are recorded as earned since they are measurable and available. In applying the susceptible to accrual concept to intergovernmental revenues, the legal and contractual requirements of the numerous individual programs are used as guidance. There are, however, essentially two types of these revenues. In one, as soon as all eligibility requirements have been met, including monies must be expended for the specific purpose or project before any amounts will be paid to the City; therefore, revenues are recognized based upon the expenditures recorded. In other, monies are virtually unrestricted as to purpose of expenditure and are usually revocable only for failure to comply with prescribed compliance requirements. These resources are reflected as revenues at the time of receipt or earlier if all eligibility requirements are met.

Business type activities and all proprietary funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operation of these funds are included on the balance sheet. Proprietary fund-type operating statements present increases (e.g. revenues) and decreases (e.g. expenses) in net total assets. Proprietary funds distinguish operating revenues and expenses from nonoperating items.

Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations.

The principal operating revenues of the City's water and sewer are charges to customers for sales and services. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The government reports the following major governmental funds:

The General Fund is the operating fund of the City. All general tax revenues and other receipts that are not restricted by law or contractual agreements to some other fund are accounted for in this fund. General operating expenditures, the fixed charges, and the capital improvement costs that are not paid through other funds are paid from the General Fund.

The Debt Service Fund is used to account for the accumulation of resources for and the payment of principal, interest and related costs on general long-term debt. The primary source of revenue is ad valorem taxes, which are levied by the City.

Alvarado Economic Development Corporation Fund (AEDC) – is used to account for the revenues collected for economic development and related expenditures.

The other governmental funds column is a summarization of all the non-major governmental fund types.

The government reports the following major proprietary fund:

The Water and Sewer Fund accounts for the operation of the City's water and sewer utility. Activities of the Fund include administration, operation and maintenance of the water and sewer system and billing and collection activities. The Fund also accounts for the accumulation of resources for, and the payment of, long-term debt principal and interest for general obligation and revenue bonds. All costs are financed through charges made to utility customers with rates reviewed regularly and adjusted if necessary to ensure integrity of the Fund.

4. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balances

Deposits and Investments

The City considers both restricted and unrestricted demand deposits, cash on hand, investments in highly liquid investment pools and investments with maturities at the time of purchase of under 90 days to be cash equivalents.

The City pools substantially all cash and investments except for separate cash and investment accounts which are maintained in accordance with legal restrictions. Each fund's equity share of

the total pooled cash and investments is included on the accompanying statement of net position and balance sheet under the caption "Equity in pooled cash and cash equivalents".

For fiscal year 2022, the City invested in the external government investment pool administered by the State of Texas, which is entitled the TexPool Fund, as authorized by the City's investment policy. The City records interest revenue earned from investment activities in each respective fund and recognizes its investments on a fair value basis.

Receivables and payables

Transactions between funds that representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e. the current portion of interfund loans) or "interfund loans receivable/payable to/from other funds" (i.e. long term interfund loans). All other outstanding balances between funds are reported as "due to/from other funds". Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances." There are no internal balances as of September 30, 2022.

Property taxes attach an enforceable lien on property as of January 1. The City's property taxes are levied each October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located in the City. Assessed values are established at 100% of estimated market value. Taxes are due by January 31 following the October 1 levy date and are considered delinquent after February 1 of each year. The Johnson County Central Appraisal District bills and collects property taxes on behalf of the City. Any uncollected property taxes as of September 30, which are not expected to be collected within 60 days, are recorded as taxes receivable and deferred revenues. Anticipated refunds of such taxes are recorded as liabilities and reductions of revenue when they are measurable their validity seems certain.

Inventory

Inventory consists primarily of water and sewer plant parts and supplies, valued at estimated FIFO which is lower of cost or net realizable value. Inventory is expensed when purchased and adjusted to actual at year-end. Inventory as of September 30, 2022 was \$69,521.

Prepaid Expenditures/Expenses

Payments made to vendors for services that will benefit periods beyond are recorded as prepaid items. The nonspendable portion of the fund balance is provided equal to the amount of prepaid items, as the amount is not available for expenditure. These payments are recognized under the consumption method.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), and rights to use assets, purchased or acquired, are recorded in the applicable governmental or business-type activities columns in the government-wide financial statements and in the fund financial statements for proprietary funds. The City defines capital assets as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at cost where historical records are available and at an estimated historical cost where no historical

records exist. Donated fixed assets are valued at their estimated fair value on the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized, while improvements and betterments are capitalized.

Depreciation has been calculated on each class of depreciable property using the straight-line method. Estimated useful lives are as follows:

Building and Improvements	20-30 years
Water Systems	10-33 years
Sewer Systems	50 years
Vehicles, Machinery and Equipment	3-5 years
Infrastructure	30 years
Right to Use Assets	3-5 years

Interest is capitalized on capital assets acquired with tax-exempt debt. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the borrowing until completion of the project with the interest earned on invested proceeds over the same period. The City did not capitalize any interest during the fiscal year 2022.

Leases

The City recognizes operating and finance leases with an initial term of more than 12 months as capital leases beginning at the lease commencement date based on the present value of the fixed lease payments using the City's incremental borrowing rates for its population of leases.

Leases with an initial term of 12 months or less are not recorded on the balance sheet; the City recognizes lease expense for these leases on a straight-line basis over the lease term. Variable lease payments are recognized as lease expense as they are incurred.

Deferred Outflows/Inflows of Resources

In addition to assets and liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows and deferred inflows of resources. Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred inflows of resources represent an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenues) until that time. The City has the following items that qualify for reporting as deferred outflows and inflows of resources:

Deferred Gain on Refunding – These deferred inflows result from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.

Pension and OPEB-related Deferred Outflows/Inflows – these deferred outflows or inflows result from pension and OPEB contributions after the measurement date (deferred and recognized in the following fiscal year); the differences in projected and actual earnings on pension and OPEB plan investments (deferred and amortized over a closed five year period equal to the average of expected remaining service lives of employees that are provided the plans).

Unavailable revenue – The City reports certain deferred inflows related to unavailable tax revenues at the fund level. In the fund financials, revenues that have met the eligibility criteria for future years except for the time availability have been reclassified from liabilities to deferred inflows of resources. In the government wide financials, the deferred revenue from property taxes has been reclassified from liabilities to offset the property tax receivable.

Compensated Absences

Vested or accumulated vacation leave is accrued in the government-wide and proprietary fund financial statements when incurred. No liability is recorded for nonvesting, accumulating rights to receive sick pay benefits. Vacation is earned in varying amounts up to a maximum of twenty (20) days for city employees with twelve (12) or more years of service and up to a maximum of approximately twenty-eight (28) days for fire suppression personnel with twelve (12) or more years of service. Employee vacation policy allows for the accrual and carryover of 240 hours. In addition, the City allows for the accrual of compensatory time for non-department heads. Compensatory and vacation time can either be paid or used. As of September 30, 2022, the liability for accrued vacation and compensatory time, calculated in accordance with GASB Statements 16, "Accounting for Compensated Absences," was \$219,011 in the general fund. The amount applicable to the Proprietary Fund was \$31.745 and has been recorded in that fund.

Interfund Charges

The City allocates to the Water and Sewer Fund a portion of the salaries and wages and related costs of personnel who perform administrative services for the fund but are paid through the General Fund. During the year ended September 30, 2022, the City chose to allocate a portion of the administrative services to the Water and Sewer Fund which totaled \$85,000.

Pensions

For purposes of measuring the net pension liability, pension related deferred outflows of resources and deferred inflows of resources and pension expense, City specific information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the City's Total Pension Liability is obtained from TMRS through a report prepared for the City by TMRS consulting actuary, Gabriel Roeder Smith & Company, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's Retiree Health Insurance OPEB Trust and additions to/deductions from the Trust's fiduciary net position have been determined on the same basis as they are reported by the Trust. For this purpose, the post-employment benefits liabilities that pertain to the governmental activities will be liquidated mainly by the General Fund with the rest being liquidated by the Water/Sewer Fund.

Long-term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expenses as incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance cost, during the current period. The face amounts of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Restricted Assets

Certain proceeds of bonds, as well as certain resources set aside for their repayment are classified as restricted assets on the statement of net position and balance sheet because their use is limited by applicable bond covenants or contractual agreements. Customer deposits received by water and wastewater services are, by law, considered to be restricted assets.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Final settlement amounts could differ from those estimates.

Fund Balance Classification

The City reports governmental fund balances per GASB 54 definitions as follows:

Nonspendable – Amounts that are not in spendable form or are required to be maintained intact, such as inventory, or permanent funds.

Restricted – Amounts that can be spent only for specific purposes stipulated by external parties, such as grants, court technology fees and construction.

Committed – Amounts that can be used only for specific purposes set by resolution of the City Council, such as street construction and building maintenance

Assigned – Amounts intended to be used for specific purpose. The City Council has delegated the responsibility to assign funds to the City Manager or the Director Finance as approved by the fund balance policy. Assignments may occur subsequent to fiscal year end.

Unassigned – Amounts not contained in other classifications that can be used for any purpose.

For the purpose of fund balance classification expenditures are to be spend first from restricted fund balance, followed in order by committed fund balance, assigned fund balance and lastly unassigned fund balance. The City will utilize funds for expenditures from the most restrictive fund balance first when more than one fund balance classification is available. The City considers an amount spent when an expenditure is incurred for purposes for which both *restricted* or *unrestricted* fund balance is available. In addition, the City considers an amount spent when an expenditure is incurred for purposes for which an amount in the *committed*, *assigned*, or *unassigned* amounts could be used.

Net Position

Net position is classified and displayed in three components: Net investment in capital assets, restricted, and unrestricted.

Net investment in capital assets – Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes, or other borrowings that are attributable to the acquisition, construction or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is excluded from the calculation of net investment in capital assets.

Restricted – Consists of assets with constraints placed on the use either by (1) external groups, such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation. When an expense is incurred for purposes for which there are both restricted and unrestricted assets available, it is the City's policy those expenses to restricted assets, to the extent such are available, and then to unrestricted assets.

Unrestricted – All other assets that constitute the components of net position that do not meet the definition of "restricted" or "investment in capital assets."

Change in Accounting Principle

GASB Statement No. 87, Leases, was adopted effective October 1, 2021. The statement addresses accounting and financial reporting for lease contracts. Statement No. 87 establishes standards for recognizing and measuring assets, liabilities, deferred outflows of resources, deferred inflow of resources, and revenues and expenses related to leases in the basic financial statements, in addition to requiring more extensive note disclosures. The adoption of this

standard did not result in a restatement of beginning fund balance or net position, but assets, deferred inflows and liabilities were recognized, and more extensive note disclosures were required.

Budget Control

The City operates as a Type A General Law Municipality under the Texas Local Government Code. The City Council adopts an annual budget prepared in accordance with generally accepted accounting principles in the United States of America. The City Council may transfer part or all of any unencumbered appropriation balance among programs within a specific fund, and, any revisions that alter the total expenditures must be approved by the City Council. The City Council may require their approval of these transfers above a limit they wish to establish. The current City Council has not established a limit that they wish to approve on transfers. Council approval is needed only if the expenditures exceed the certain thresholds set by the Council.

The City, for management purposes, adopts budgets for all funds. Legal budgets are adopted for all funds. Capital Projects are funded through the issuance of general obligation debt authorized for a specific purpose.

5. Recent Accounting Pronouncements

The City has reviewed GASB pronouncements which become effective in future years and notes the following statements are applicable to the Town.

GASB Statement No. 91, *“Conduit Debt Obligations”* The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This Statement achieves those objectives by clarifying the existing definition of a conduit debt obligation; establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures.

GASB Statement No. 94, *“Public-Private and Public-Public Partnerships and Availability Payment Arrangements”* The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnerships arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. GASB 94 will become effective for reporting periods beginning after June 15, 2022, and the impact has not yet been determined.

GASB Statement No. 96, *“Subscription-Based Information Technology Arrangements”* This Statement provides guidance on the accounting and financial reporting for subscription-based

information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, Leases, as amended. GASB 96 will become effective for reporting periods beginning after June 15, 2022, and the impact has not yet been determined.

GASB Statement No. 100, “*Accounting Changes and Error Corrections-an amendment of GASB No. 62.*”. The objective of this Standard is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The statement is effective for fiscal years beginning after June 15, 2023.

GASB Statement No. 101, “*Compensated Absences*” The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. This Statement will become effective for reporting periods beginning after December 15, 2023, and the impact has not yet been determined.

NOTE B – RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net assets:

The government fund balance sheet includes a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the governmental-wide statement of net position. One element of that reconciliation explains, “long-term liabilities, including bonds payable and pension expense, are not due and payable in the current period and therefore are not reported in the funds.” The details of this \$8,500,004 difference are as follows:

Bonds payable	\$7,033,000
Premium on issuance of bonds	527,527
Capital lease payable	600,905
Notes payable	353,802
Net OPEB liability	120,008
Net pension liability	<u>(135,238)</u>
Net adjustment to reduce fund balance – total governmental funds to arrive at net assets – governmental activities	<u><u>\$8,500,004</u></u>

Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities:

The governmental funds statement of revenues, expenditures, and changes in fund balances included reconciliation between net changes in fund balances – total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. One element of that reconciliation explains that “Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.” The details of this \$10,659,856 difference are as follows:

Capital outlay	\$ 18,906,106
Depreciation expense	<u>(8,246,250)</u>
Net adjustment to decrease net changes in fund balance – total governmental funds to arrive at changes in net position of government activities	<u>\$ 10,659,856</u>

NOTE C – CASH, EQUITY IN POOLED CASH, AND INVESTMENTS

The City pools substantially all cash and investments except for separate cash and investment accounts which are maintained in accordance with legal restrictions. Each fund’s equity share of the total pooled cash and investments is included on the accompanying statement of net position and balance sheet under the caption “Equity in pooled cash and cash equivalents”.

Except for bond-related and other restricted transactions, the City conducts all its banking and investment transactions with the depository bank, First Financial Bank, Alvarado.

The City maintains separate investment accounts. Each fund type's portion is reflected on the combined balance sheet as "Investments" under each fund's caption.

Deposits

State statutes require that all deposits in financial institutions be fully collateralized by U. S. Government obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a market value of not less than the principal amount of the deposits. The City’s deposits, including certificates of deposit, were fully insured or collateralized as required by the state statutes at September 30, 2022. At year-end, the carrying amount of the City’s deposits was \$304,672, with respective bank balances of \$643,631. Included in the bank balances are Certificates of Deposit totaling \$191,962.

Investments

State statutes, city bond ordinances and city resolutions authorize the City’s investments. The City is authorized to invest idle funds with the external government investment pool administered by the State of Texas, which is entitled the TexPool Fund. TexPool operates in a manner consistent with the SEC Rule 2a7 of the Investment Company Act of 1940. TexPool uses amortized cost rather than market value to report net assets to compute share prices. Accordingly, the fair value of the position in TexPool is the same as the value of TexPool shares. The City’s investment policy does not contain any specific provisions intended to limit the City’s exposure to interest rate risk or credit risk.

The City's investments carried at fair value as of September 30, 2022 are:

<u>Investments:</u>	<u>Fair Value</u>	<u>Effective Duration</u>	<u>Credit Risk</u>
Government Pools			
Unrestricted	\$12,200,332	N/A	AAAM
Restricted	7,930,019	N/A	AAAM

TexPool is an external investment pool operated by the Texas Comptroller of Public Accounts and is not SEC registered. The Texas Interlocal Cooperation Act and the Texas Public Funds Investments Act provide for creation of public funds investment pools and permit eligible governmental entities to jointly invest their funds in authorized investments. The State Comptroller has established an advisory board composed both of participants in TexPool and of other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure.

Interest Rate Risk – The City minimizes its interest rate risk by only investing in government investment pools.

Credit Risk – The City minimizes its credit risk by only investing in government investment pools. As noted in the above table, TexPool is rated AAAM by Standard & Poors. As a requirement to maintain the rating, weekly portfolio information must be submitted to Standard & Poors, as well as the office of the Comptroller of Public Accounts for review.

NOTE D – RECEIVABLES

Receivables at September 30, 2022, consisted of the following:

						Proprietary Fund
	General	Debt Service	AEDC	Other	Total	Water & Sewer Fund
Taxes Receivable						
Ad valorem taxes	\$108,219	\$41,098	-	-	\$149,317	-
Allowance for uncollectible acct	(26,397)	(10,025)	-	-	(36,422)	-
Ad valorem, net	81,822	31,073	-	-	112,895	-
Sales taxes	365,149	-	\$60,911	\$87,658	513,718	-
Total Taxes Receivable	446,971	31,073	60,911	87,658	626,613	
Services Receivable						
Service accounts	38,737	-	-	114,491	153,228	\$433,594
Allowance for uncollectible accts	-	-	-	-	-	(3,697)
Total Services Receivable	38,737	-	-	114,491	153,228	429,897
Other Receivables						
Court fees & other	322,017	-	-		322,017	
Allowance for uncollectible accts	(243,349)				(243,349)	
	78,668	-	-	-	78,668	
Total Receivables	\$564,376	\$31,073	\$60,911	\$114,491	\$858,509	\$429,897

NOTE E – CHANGES IN CAPITAL ASSETS

Primary Government

Capital asset activity for the year ended September 30, 2022 is as follows:

	Balance 9/30/21	Additions	Retirements	Transfers	Balance 9/30/22
Land	\$357,193	\$-0-	\$(-0-)	\$(-0-)	\$357,193
Construction in progress	366,618	(474,627)	(-0-)	108,009	-0-
Building & improvements	2,995,201	19,750	(-0-)	(-0-)	3,014,951
Infrastructure	8,467,151	565,799	(-0-)	(-0-)	9,032,950
Right to use assets	3,119,823	153,828	(45,226)	(474,627)	2,753,798
Parks improvements	1,532,397	16,696	(-0-)	(-0-)	1,549,093
Equipment	2,012,594	185,528	(-0-)	(-0-)	2,198,122
Total capital assets	18,850,977	466,974	(45,226)	(366,618)	18,906,107
Less accumulated depreciation:					
Building & improvements	902,199	73,936	(-0-)	(-0-)	976,135
Infrastructure	2,504,219	285,141	(-0-)	(-0-)	2,789,360
Right to use assets	1,946,487	286,140	(8,292)	(-0-)	2,224,335
Parks improvements	516,892	80,047	(-0-)	(-0-)	596,939
Equipment	1,529,411	130,071	(-0-)	(-0-)	1,659,482
Total accumulated depreciation	7,399,208	855,335	(8,292)	(-0-)	8,246,251
Governmental activities capital assets, net	<u>\$11,451,769</u>	<u>\$(388,361)</u>	<u>\$(36,934)</u>	<u>\$(366,618)</u>	<u>\$10,659,856</u>

Business-Type Activities

Capital asset activity for the year ended September 30, 2022 is as follows:

	Balance 9/30/21	Additions	Retirements	Transfers	Balance 9/30/22
Land	\$ 1,005,509	\$ -0-	\$ (-0-)	\$ -0-	\$1,005,509
Construction in Progress	191,810	2,140,925	(437,558)	366,618	2,261,795
Building & Improvements	10,033	-0-	(-0-)	-0-	10,033
Water System	11,020,015	120,995	(-0-)	-0-	11,141,010
Sewer System	12,677,191	-0-	(-0-)	-0-	12,677,191
Equipment	511,069	13,905	(-0-)	-0-	524,974
Right to use assets	386,626	105,479	(154,511)	-0-	337,594
Total capital assets	25,802,253	2,381,304	(592,069)	366,618	27,958,106
Less accumulated depreciation:					
Building & Improvements	1,570	201	(-0-)	-0-	1,771
Water System	5,616,797	252,100	(-0-)	-0-	5,868,897
Sewer System	4,473,402	418,083	(-0-)	-0-	4,891,485
Equipment	404,462	26,851	(-0-)	-0-	431,313
Right to use assets	160,886	61,442	(63,409)	-0-	158,919
Total accumulated depreciation	10,657,117	758,677	(63,409)	-0-	11,352,385
Business-type activities capital assets, net	<u>\$15,145,136</u>	<u>\$1,622,627</u>	<u>\$(528,660)</u>	<u>\$366,618</u>	<u>\$16,605,721</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:	
General government	\$ 56,281
Public safety	330,501
Public works	57,735
Cultural and recreational	2,395
Community development	377,203
Social and welfare	21,640
Economic	9,580
Total depreciation expense – governmental activities	<u>\$855,335</u>
Business-type activities:	
Water and sewer	<u>\$758,677</u>

NOTE F – STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

For the year ended September 30, 2022, revenues exceeded expenditures in the General Fund by \$1,027,069.

NOTE G – INTERFUND BALANCES AND TRANSFERS – GOVERNMENT WIDE

The composition of interfund operating transfers for the year ended September 30, 2022, is as follows:

Fund	Transfer to Other Funds	Transfer from Other Funds
General Fund	\$451,160	\$ -0-
Debt Service Fund	82,089	474,676
AEDC Fund	120,995	
Nonmajor Governmental Funds	-0-	450,000
Fixed Asset Fund	2,736,423	1,891,723
Long Term Debt Fund	-0-	58,741
Water and Sewer Fund	1,894,574	2,410,101
	<u>\$5,285,241</u>	<u>\$5,285,241</u>

The purpose of interfund operating transfers is to appropriately classify capital assets expenditures and debt expenditures in the correct fund.

NOTE H - LONG TERM DEBT

1. Governmental activities –

Combination Tax and Revenue Certificate of Obligation:

Combination tax and revenue certificate of obligation are serial debt collateralized by the full faith and credit of the City and are payable from property tax and sales tax revenue. The debt matures annually in varying amounts through 2037, and interest is payable semi-annually. Certificates of obligation proceeds are recorded in the appropriate fund for which the debt was issued and approved by the City. The ordinances authorizing the issuance of the bonds created an interest and sinking fund (Debt Service Fund).

Certificates of obligation debt outstanding and Tax anticipation note at September 30, 2022, is comprised of the following:

<u>Description of Debt</u>	<u>Amount</u>
\$3,475,000 2015 Certificate of Obligation for city improvements, due in annual installments ranging from \$125,000 to \$230,000 beginning August 2016 through August 2035, interest payments ranging from \$4,025 to \$58,568 from February 2016 through August 2035 with interest rate of 3.0% to 3.5%	\$2,500,000
Add: Premium on General Obligation Refunding Bonds, Series 2015	82,780
\$2,062,000 General Obligation Refunding Bonds, Series 2019, to refinance the City's debt. Principal payments begin in 2020 and are due in annual installments \$296,000 to \$312,000 through August of 2026; interest payments of \$3,089 to \$20,413 from February 2020 through August 2026 with an interest rate of 1.98%.	1,203,000
\$3,575,000 General Obligations Refunding Bonds, Series 2020, to refinance the City's debt. Principal payments begin in August 2020 and are due in annual installments ranging from \$30,000 to \$300,000 through August 2037, interest payments ranging from \$6,200 to \$70,900 from August 2020 through 2037 with interest rate at 4%	3,330,000
Add: Premium on General Obligation Refunding Bonds, Series 2020	444,766
Total Certificate of obligation	<u>\$7,560,546</u>

Annual debt service requirements to maturity for certificates of obligation debt, before netting of bond discounts and premiums are as follows:

<u>Year Ending</u> <u>September 30</u>	<u>Principal</u>	<u>Premium</u>	<u>Interest</u>	<u>Total</u>	
2023	\$ 564,000	\$39,999	\$ 239,019	\$ 843,018	
2024	579,000	39,999	222,297	841,296	
2025	598,000	39,999	206,827	844,826	
2026	612,000	39,999	190,728	842,727	
2027	395,000	39,999	174,300	609,299	
2028 – 2032	2,170,000	179,298	651,700	3,000,998	
2033 – 2037	2,115,000	148,253	225,225	2,488,478	Notes Payable:
Total	<u>\$7,033,000</u>	<u>\$527,546</u>	<u>\$1,910,096</u>	<u>\$ 9,470,642</u>	Notes Payable

debt outstanding at September 30, 2021, is comprised of the following:

<u>Description of Debt</u>	<u>Amount</u>
Note payable secured by vehicle costing \$678,182 maturing November 2027, requiring annual installments of \$76,572 including interest accruing at 2.69%	\$353,783
Total	<u>\$353,783</u>

Annual debt service requirements to maturity for notes payable debt are as follows:

Year Ending September 30	Principal	Interest	Total
2023	\$ 67,049	\$ 9,523	\$ 76,572
2024	68,853	7,718	76,571
2025	70,707	5,865	76,572
2026	72,610	3,962	76,572
2027	74,564	2,007	76,571
Total	\$353,783	\$29,075	\$382,858

Leases Payable:

Leases payable debt outstanding at September 30, 2022, is comprised of the following:

<u>Description of Lease Debt</u>	<u>Amount</u>
On 10/01/2021, Alvarado, TX entered into a 31-month lease for the use of Vehicle - Unit# 2398BF. An initial lease liability was recorded in the amount of \$19,504 and is required to make monthly fixed payments of \$639.48, interest accruing at 0.2130%. The lease has a guaranteed residual value payment of \$5,832.	\$12,129
On 10/01/2021, Alvarado, TX entered into a 45-month lease for the use of Vehicle - Unit# 2398RM. An initial lease liability was recorded in the amount of \$38,840 and is required to make monthly fixed payments of \$870.66, including interest accruing at 0.4750%. The lease has a guaranteed residual value payment of \$3,223.	28,539
On 10/01/2021, Alvarado, TX entered into a 44-month lease for the use of Vehicle - Unit# 2398SG. An initial lease liability was recorded in the amount of \$34,807 and is required to make monthly fixed payments of \$797.83, including interest accruing at 0.4750%. The lease has a guaranteed residual value payment of \$2,962.	25,365
On 10/01/2021, Alvarado, TX entered into a 41-month lease for the use of Vehicle - Unit# 239WSP. An initial lease liability was recorded in the amount of \$29,980 and is required to make monthly fixed payments of \$733.33, including interest accruing at 0.3280%. The lease has a guaranteed residual value payment of \$3,005.	21,180
On 10/01/2021, Alvarado, TX entered into a 41-month lease for the use of Vehicle - Unit# 239WSS. An initial lease liability was recorded in the amount of \$30,632 and is required to make monthly fixed payments of \$749.06, including interest accruing at 0.3280%. The lease has a guaranteed residual value payment of \$3,005.	21,634
On 10/01/2021, Alvarado, TX entered into a 41-month lease for the use of Vehicle - Unit# 239X6H. An initial lease liability was recorded in the amount of \$24,478 and is required to make monthly fixed payments of \$674.57, including interest accruing at 0.3280%. The lease has a guaranteed residual value payment of \$2,295.	17,798

<u>Description of Lease Debt</u>	<u>Amount</u>
On 10/01/2021, Alvarado, TX entered into a 41-month lease for the use of Vehicle - Unit# 239X6P. An initial lease liability was recorded in the amount of \$31,864 and is required to make monthly fixed payments of \$848.18, including interest accruing at 0.3280%. The lease has a guaranteed residual value payment of \$2,517.	22,646
On 10/01/2021, Alvarado, TX entered into a 44-month lease for the use of Vehicle - Unit# 23B2BR. An initial lease liability was recorded in the amount of \$34,384 and is required to make monthly fixed payments of \$782.80, including interest accruing at 0.4750%. The lease has a guaranteed residual value payment of \$3,759.	24,887
On 10/01/2021, Alvarado, TX entered into a 44-month lease for the use of Vehicle - Unit# 23B34Q. An initial lease liability was recorded in the amount of \$40,030, and is required to make monthly fixed payments of \$913.67, including interest accruing at 0.4750%. The lease has a guaranteed residual value payment of \$3,998.	29,047
On 10/01/2021, Alvarado, TX entered into a 53-month lease for the use of Vehicle - Unit# 23QFV4. An initial lease liability was recorded in the amount of \$42,421 and is required to make monthly fixed payments of \$793.85, including interest accruing at 0.4750%. The lease has a guaranteed residual value payment of \$3,030.	33,060
On 10/01/2021, Alvarado, TX entered into a 53-month lease for the use of Vehicle - Unit# 23QFV7. An initial lease liability was recorded in the amount of \$42,421 and is required to make monthly fixed payments of \$793.85, including interest accruing at 0.4750%. The lease has a guaranteed residual value payment of \$3,030.	33,060
On 10/01/2021, Alvarado, TX entered into a 54-month lease for the use of Vehicle - Unit# 23QFVB. An initial lease liability was recorded in the amount of \$43,190 and is required to make monthly fixed payments of \$796.50, including interest accruing at 0.6320%. The lease has a guaranteed residual value payment of \$3,031.	33,856
On 10/01/2021, Alvarado, TX entered into a 42-month lease for the use of Vehicle - Unit# 23RZH5. An initial lease liability was recorded in the amount of \$15,569 and is required to make monthly fixed payments of \$423.18, including interest accruing at 0.4750%. The lease has a guaranteed residual value payment of \$5,763.	11,106
On 10/11/2021, Alvarado, TX entered into a 60-month lease for the use of Vehicle - Unit# 23TV7B. An initial lease liability was recorded in the amount of \$48,185 and is required to make monthly fixed payments of \$806.66, including interest accruing at 0.6320%. The lease has a guaranteed residual value payment of \$3,051	39,010

<u>Description of Lease Debt</u>	<u>Amount</u>
On 10/01/2021, Alvarado, TX entered into a 56-month lease for the use of Vehicle - Unit# 23XVCP . An initial lease liability was recorded in the amount of \$44,171 and is required to make monthly fixed payments of \$799.76, including interest accruing at 0.6320%. The lease has a guaranteed residual value payment of \$3,054.	34,776
On 07/15/2022, Alvarado, TX entered into a 60-month lease for the use of Vehicle - Unit# 23ZN3G. An initial lease liability was recorded in the amount of \$38,890 and is required to make monthly fixed payments of \$680.68, including interest accruing at 2.3660%. The lease has a guaranteed residual value payment of \$2,435.	37,271
On 10/01/2021, Alvarado, TX entered into a 42-month lease for the use of Vehicle - Unit# 239Q8X. An initial lease liability was recorded in the amount of \$29,896 and is required to make monthly fixed payments of \$715.65, including interest accruing at 0.4750%. The lease has a guaranteed residual value payment of \$3,005.	21,338
On 03/01/2022, Alvarado, TX entered into a 60-month lease for the use of Vehicle - Unit# 25NKQV. An initial lease liability was recorded in the amount of \$33,291 and is required to make monthly fixed payments of \$564.26, including interest accruing at 0.6857%. The lease has a guaranteed residual value payment of \$2,038.	29,449
On 03/01/2022, Alvarado, TX entered into a 60- month lease for the use of Vehicle - Unit# 25NKVF. An initial lease liability was recorded in the amount of \$33,335 and is required to make monthly fixed payments of \$564.26, including interest accruing at 0.6320%. The lease has a guaranteed residual value payment of \$2,038	29,485
On 10/01/2021, Alvarado, TX entered into a 48-month lease for the use of Vehicle - Unit# 23RXFN. An initial lease liability was recorded in the amount of \$22,175 and is required to make monthly fixed payments of \$466.25, including interest accruing at 0.6320%. The lease has a guaranteed residual value payment of \$9,394.	16,623
On 10/01/2021, Alvarado, TX entered into a 36-month lease for the use of Vehicle - Unit# 23RXFQ. An initial lease liability was recorded in the amount of \$14,993 and is required to make monthly fixed payments of \$427.68, including interest accruing at 0.2130%. The lease has a guaranteed residual value payment of \$17,300.	10,241

<u>Description of Lease Debt</u>	<u>Amount</u>
On 10/01/2021, Alvarado, TX entered into a 48-month lease for the use of Vehicle - Unit# 23RXFS. An initial lease liability was recorded in the amount of \$20,087 and is required to make monthly fixed payments of \$427.68, including interest accruing at 0.2130%.. The lease has a guaranteed residual value payment of \$17,300.	15,346
On 10/01/2021, Alvarado, TX entered into a 48-month lease for the use of Vehicle - Unit# 23989K. An initial lease liability was recorded in the amount of \$47,777 and is required to make monthly fixed payments of \$1,092.40, including interest accruing at 0.4750%. The lease has a guaranteed residual value payment of \$4,190	35,838
On 10/01/2021, Alvarado, TX entered into a 36-month lease for the use of Vehicle - Unit# 2398B5. An initial lease liability was recorded in the amount of \$21,674 and is required to make monthly fixed payments of \$629.58, including interest accruing at 0.3277%. The lease has a guaranteed residual value payment of \$8,775.	14,446
On 10/01/2021, Alvarado, TX entered into a 48-month lease for the use of Quadient - IN600 Postage Meter. An initial lease liability was recorded in the amount of \$12,313 and is required to make quarterly fixed payments of \$777.18, including interest accruing at 0.4753%.	2,775
Total	<u>\$600,905</u>

Annual debt service requirements to maturity for lease debt are as follows:

Year Ending September 30	Principal	Interest	Total
2023	\$ 198,235	\$12,657	\$ 210,892
2024	196,091	9,800	205,891
2025	140,940	6,945	147,885
2026	52,466	4,383	56,849
2027	13,173	2,089	15,262
Total	<u>\$600,905</u>	<u>\$35,874</u>	<u>\$636,779</u>

Changes in government activities long-term liabilities:

The following is a summary of transactions affecting long-term liabilities for the year ended September 30, 2022:

	Amounts payable at beginning of year	Amounts added during year 2022	Amounts retired during fiscal year 2022	Amounts payable at end of year	Amounts due within one year
Certificates of obligation	\$7,577,000	\$ -0-	\$(544,000)	\$7,033,000	\$564,000
Bond premiums	567,545	-0-	(39,999)	527,546	39,999
Subtotal bonds payable	8,144,545	-0-	(583,999)	\$7,560,546	603,999
Notes payable	419,074	-0-	(65,291)	353,783	67,049
Leases payable	656,590	158,172	(213,857)	600,905	198,235
Compensated absences	177,606	41,405	(-0-)	219,011	219,011
OPEB liability	112,134	7,874	(-0-)	120,008	-0-
Net pension liability	202,864	-0-	(338,102)	(135,238)	-0-
Total long-term liabilities	\$9,712,813	\$207,451	\$(1,201,249)	\$8,719,015	\$1,088,294

2. Business-type activities -

Combination Tax and Revenue Certificate of Obligation:

Combination tax and revenue certificate of obligation are serial debt collateralized by the full faith and credit of the City and are payable from the gross revenues of the water and sewer system. Gross revenues are to be used first to pay operating and maintenance expenses of the system, and second, to maintain revenue bond funds in accordance with the bond covenants. Remaining revenues may then be used for any lawful purpose. The debt matures annually in varying amounts through 2045, and interest is payable semi-annually. Certificates of obligation proceeds are recorded in the appropriate fund for which the debt was issued and approved by the City. The ordinances authorizing the issuance of the bonds created an interest and sinking fund.

Certificates of obligation debt outstanding at September 30, 2022, is comprised of the following:

<u>Description of Debt</u>	<u>Amount</u>
\$2,885,000 General Obligation Refunding Bonds Series 2017 for refunding of the combination tax revenue certificate of obligation series 2008A and 2008B due in annual installments ranging from \$55,000 to \$250,000 beginning August 2018 through 2042, interest payments ranging from \$26,963 to \$53,263 from February 2018 through 2042 with interest rate ranging from 4% to 4.25%.	\$1,695,000
Add: Net premiums and discounts on certificates of obligations	184,457
\$4,510,000 Combination Tax and Revenue Certificates of Obligation, Series 2020 for water/sewer improvements due in annual installments ranging from \$200,000 to \$315,000 beginning September 2023 through 2040, interest payments ranging from \$9,450 to \$124,800 from September 2021 through 2040 with interest rate at 4%.	\$4,510,000
Add: Net premium on combination tax and revenues certificate of obligation	483,468
Total	<u>\$6,872,925</u>

Annual debt service requirements to maturity for certificates of obligation debt, before netting of bond discounts and premiums, are as follows:

Year Ending September 30	Principal	Premiums (Discounts)	Interest	Total
2023	\$ 255,000	\$ 35,206	\$ 193,725	\$ 483,931
2024	265,000	35,206	187,525	487,931
2025	270,000	35,206	181,025	486,731
2026	280,000	35,206	174,425	489,231
2027	285,000	35,206	167,525	487,731
2028 – 2032	1,555,000	176,031	704,825	2,435,856
2033 – 2037	1,825,000	176,031	435,625	2,436,656
2038 – 2042	1,470,000	139,833	118,088	1,727,921
Total	<u>\$6,205,000</u>	<u>667,925</u>	<u>\$2,162,763</u>	<u>\$9,035,988</u>

Leases Payable:

Lease debt outstanding at September 30, 2022, is comprised of the following:

<u>Description of Lease Debt</u>	<u>Amount</u>
On 06/03/2022, Alvarado, TX entered into a 12-month lease for the use of Vehicle - Unit# 2562MC. An initial lease liability was recorded in the amount of \$30,252 and is required to make monthly fixed payments of \$688.92, including interest accruing at 9.1467%. The lease has a guaranteed residual value payment of \$24,275.	\$28,301
On 01/28/2022, Alvarado, TX entered into a 24-month lease for the use of Vehicle - Unit# 2562NC. An initial lease liability was recorded in the amount of \$20,838 and is required to make monthly fixed payments of \$480.28, including interest accruing at 10.2338%. The lease has a guaranteed residual value payment of \$13,174.	18,433
On 01/28/2022, Alvarado, TX entered into a 24-month lease for the use of Vehicle - Unit# 2562MR. An initial lease liability was recorded in the amount of \$20,898 and is required to make monthly fixed payments of \$445.70, including interest accruing 7.5843%. The lease has a guaranteed residual value payment of \$13,174.	18,470
On 10/01/2021, Alvarado, TX entered into a 48-month lease for the use of Vehicle - Unit# 2398FS. An initial lease liability was recorded in the amount of \$34,486 and is required to make monthly fixed payments of \$675.33, including interest accruing at 6.8971%. The lease has a guaranteed residual value payment of \$8,438.	28,683
On 03/29/2022, Alvarado, TX entered into a 12-month lease for the use of Vehicle - Unit# 2562NZ. An initial lease liability was recorded in the amount of \$32,288 and is required to make monthly fixed payments of \$681.58, including interest accruing at 0.2380%. The lease has a guaranteed residual value payment of \$24,600.	28,430
On 10/01/2021, Alvarado, TX entered into a 48-month lease for the use of Vehicle - Unit# 23984V. An initial lease liability was recorded in the amount of \$32,774 and is required to make monthly fixed payments of \$709.03, including interest accruing at 11.5291%. The lease has a guaranteed residual value payment of \$6,135.	22,056
On 10/01/2021, Alvarado, TX entered into a 48-month lease for the use of Vehicle - Unit# 2398CF. An initial lease liability was recorded in the amount of \$33,111. and is required to make monthly fixed payments of \$674.53, including interest accruing at 8.7220%. The lease has a guaranteed residual value payment of \$6,135.	21,912

<u>Description of Lease Debt</u>	<u>Amount</u>
On 10/01/2021, Alvarado, TX entered into a 48-month lease for the use of Vehicle - Unit# 2398D4. An initial lease liability was recorded in the amount of \$33,690 and is required to make monthly fixed payments of \$644.23, including interest accruing at 5.5780%. The lease has a guaranteed residual value payment of \$8,290.	22,252
On 10/01/2021, Alvarado, TX entered into a 24-month lease for the use of Vehicle - Unit# 23RXF6. An initial lease liability was recorded in the amount of \$21,065 and is required to make monthly fixed payments of \$488.69, including interest accruing at 14.9120%. The lease has a guaranteed residual value payment of \$13,139.	18,470
On 10/01/2021, Alvarado, TX entered into a 36-month lease for the use of Vehicle - Unit# 23RXFB. An initial lease liability was recorded in the amount of \$20,806 and is required to make monthly fixed payments of \$465.60, including interest accruing at 16.8139%. The lease has a guaranteed residual value payment of \$9,394.	18,699
On 10/01/2021, Alvarado, TX entered into a 48-month lease for the use of Quadient - IN600 Postage Meter. An initial lease liability was recorded in the amount of \$12,313 and is required to make quarterly fixed payments of \$777.18, including interest accruing at 0.4753%.	6,403
Total	<u>\$232,109</u>

Annual debt service requirements to maturity for lease debt are as follows:

<u>Year Ending</u> <u>September 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 128,476	\$14,008	\$ 142,484
2024	59,321	5,630	64,951
2025	27,532	2,150	29,682
2026	16,780	83	16,863
Total	<u>\$232,109</u>	<u>\$21,871</u>	<u>\$253,980</u>

Changes in business-type activities long-term liabilities:

The following is a summary of transactions affecting long-term liabilities for the year ended September 30, 2022:

	Amounts payable at beginning of year	Amounts added during year 2022	Amounts retired during fiscal year 2022	Amounts payable at end of year	Amounts due within one year
Certificates of obligation	\$6,455,000	\$ -0-	\$(250,000)	\$6,205,000	\$255,000
Bond premiums	703,475	-0-	(35,550)	667,925	35,206
Subtotal bonds payable	7,158,475	-0-	(285,550)	6,872,925	290,206
Leases payable	217,859	112,898	(98,648)	232,109	128,476
Compensated absences	31,329	416	(-0-)	31,745	31,745
OPEB liabilities	18,662	1,241	(-0-)	19,903	-0-
Net pension liabilities	33,761	-0-	(56,189)	(22,428)	-0-
Total long-term liabilities	\$7,460,086	\$114,555	\$(440,387)	\$7,134,254	\$450,427

NOTE I – RESTRICTED ASSETS

Restricted assets balance at September 30, 2022, was as follows:

Fund	Cash & Deposits	Investments	Intergovernmental Receivable
Government Activities:			
General Fund	\$ -0-	\$ 1,173,434	\$ 25
Court	-0-	168,933	-0-
Debt Service Fund	-0-	365,099	-0-
Special Project Fund	-0-	561,249	-0-
Prairieland Detention Fund	794,306	-0-	-0-
Impact Fees Funds	875,369	-0-	-0-
Water and Sewer Fund	533,128	5,661,304	-0-
	\$2,202,803	\$ 7,930,019	\$ 25

NOTE J – DEFINED BENEFIT PENSION PLAN

The City participates in the Texas Municipal Retirement System.

Plan Description

The City of Alvarado participates as one of 901 plans in the nontraditional, joint contributory, hybrid defined pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmr.com.

All eligible employees of the city are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the city, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

The plan provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS. Plan provisions for the City were as follows:

	<u>Plan Year 2020</u>	<u>Plan Year 2021</u>
Employee deposit rate	6%	6%
Matching Ratio (city to Employee)	2 to 1	2 to 1
Years required for vesting	5 years	5 years
Service retirement eligibility (expressed as age/years of service)	60/5, 0/20	60/5, 0/20
Updated Service Credit	0%,	0%,
Annuity Increase (to retirees)	0% of CPI	0% of CPI

Employees covered by benefit terms:

At the December 31, 2020 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	62
Inactive employees entitled to but not yet receiving benefits	17
Active employees	<u>54</u>
Total	<u>133</u>

Contributions

The contribution rates for employees in TMRS is 6% of employee gross earnings, and the city matching percentage is 5.36%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each City is determined annually by the actuary, using the Entry Age Normal (EAN) cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City of Alvarado were required to contribute 6% of their annual gross earnings during their fiscal year. The contribution rates for the City of Alvarado were 5.34% and 5.36% in calendar years 2021 and 2022 respectively. The City's contributions to TMRS for the fiscal year ended September 30, 2022 were \$178,314 and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2021, and the Total Pension liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions:

The Total Pension Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation:	2.50% per year
Overall payroll growth:	2.75% per year, adjusted down for population declines, if any
Investment Rate of Return:	6.75%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees, and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates

projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 to 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservation) with an adjustment to time (aggressive). The target allocation and best estimates of real rates of return for each major asset class in fiscal year 2022 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	35.0%	7.55%
Core Fixed Income	6.0%	2.00%
Non-Core Fixed Income	20.0%	5.68%
Other Public and Private Mkts	12.0%	7.22%
Real Estate	12.0%	6.85%
Hedge Funds	5.0%	5.35%
Private Equity	10.0%	10.00%
Total	100.0%	

Discount Rate:

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in Net Pension Liability

	Total Pension Liability (a)	Increase (Decrease) Plan Fiduciary Net Position (b)	Net Pension Liability (a) – (b)
Balance at 12/31/2020	\$ 5,170,768	\$ 4,934,143	\$ 236,625
Changes for the year:			
Service Cost	351,619	-0-	351,619
Interest	357,454	-0-	357,454
Changes in benefit terms	-0-	-0-	-0-
Difference between expected and actual experience	(84,013)	-0-	(84,013)
Changes of assumptions	-0-	-0-	-0-
Contributions – employer	-0-	178,314	(178,314)
Contributions – employee	-0-	200,353	(200,353)
Net investment income	-0-	643,641	(643,641)
Benefit payments, including refunds of employee contributions	(101,911)	(101,911)	-0-
Administrative expense	-0-	(2,976)	2,976
Other changes	-0-	19	(19)
Net changes	\$ 523,149	917,440	\$ (394,291)
Balance at 12/31/2021	\$ 5,693,917	\$ 5,851,583	\$ (157,666)

Sensitivity of the net pension liability to changes in the discount rate:

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
City's net pension liability	\$795,037	\$(157,666)	\$(925,959)

Pension Plan Fiduciary Net Position:

Detailed information the pension plan's Fiduciary Net Position is available in a separate-issued TMRS financial report. That report may be obtained on the Internet at www.tmr.com.

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2022, the city recognized pension expense of \$74,137.

At September 30, 2022, the city reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

SCHEDULE OF OUTFLOWS AND INFLOWS - CURRENT AND FUTURE EXPENSE

	Recognition Period (or amortization yrs)	Total (Inflow) or Outflow of Resources	Recognized in current pension expense	Deferred (Inflow)/Outflow in future expense
<u>Due to Liabilities:</u>				
Difference in expected and actual experience actuarial (gains) or losses	4.4600	\$ (84,013)	\$ (18,837)	\$ (65,176)
Difference in assumption changes actuarial (gains) or losses	4.4600	<u>-</u>	<u>\$ (18,837)</u>	<u>\$ (65,176)</u>
<u>Due to Assets:</u>				
Difference in projected and actual earnings on pension plan investments actuarial (gains) or losses	5.0000	\$ (310,586)	\$ (62,118)	\$ (248,468)
			<u>\$ (62,118)</u>	<u>\$ (248,468)</u>
<u>Total:</u>				<u>\$ (313,644)</u>

\$142,026 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

	Net deferred outflows (inflows) of resources
2022	\$ (64,087)
2023	(132,612)
2024	(85,682)
2025	(70,779)
2026	-
Thereafter	-
Total	<u>\$ (353,160)</u>

NOTE K – OTHER POST-EMPLOYMENT BENEFITS – OPEB

Plan Description

The City also participates in the single-employer defined benefit group-term life insurance plan operated by the Texas Municipal Retirement System (TMRS) known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is an "other postemployment benefits," or OPEB.

The City contributes to the SDBF at a contractually required rates as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB 75.

The following employees were covered by the benefit terms at December 31, 2021, (measurement date):

Inactive employees or beneficiaries currently receiving benefits	9
Inactive employees entitled to but not yet receiving benefits	7
Active Employees	<u>62</u>
Total Employees	<u>78</u>

Contributions

The contribution rates employees in SDBF is .03% of employee gross earnings, and the city matching percentages is .14%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the EAN actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year.

Employees for the City were required to contribute .03% of their gross earnings during the fiscal year. The contribution rates for the City were .15% and .15% in the calendar years 2021 and 2022 respectively. The City's contributions to SDBF as of September 30, 2022 were \$4,975 and were equal to the required contributions.

Total OPEB Liability - SDBF

The City's total OPEB liability of \$139,911 was measured as of December 31, 2021, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The City's total OPEB liability in the December 31, 2021, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

	December 31, 2021
Discount rate	1.84%, based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2021
Inflation	2.50% per year
Overall payroll growth	3.50% to 11.50% per year, including inflation
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68
Mortality rates – service retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.
Mortality rates – disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

Changes in Total OPEB Liability

	Total OPEB Liability
Balance at 12/31/2020	\$ 130,796
Changes for the year:	
Service Cost	11,353
Interest on total OPEB liability	2,719
Differences between expected and actual experience	(8,712)
Changes in assumptions or other inputs	4,757
Benefit payments, aged adjusted premiums, net of retiree contributions	(1,002)
Balance at 12/31/2021	<u>\$ 139,911</u>

The total OPEB liability attributable to the governmental activities will be liquidated primarily by the general fund.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The total OPEB liability of the City has been calculated using a discount rate of 1.84%. The following presents the total OPEB liability using a discount rate 1% higher and 1% lower than the current discount rate.

	1% Decrease in Discount Rate (.84%)	Current Discount Rate (1.84%)	1% Increase in Discount Rate (2.84%)
Total OPEB Liability	\$174,133	\$139,911	\$113,536

Detailed information about the plan's fiduciary net position is available in a separately issued TMRS financial report. That report may be obtained on the internet at www.tmr.com.

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (SDBF)

For the year ended September 30, 2022, the City recognized OPEB expense of \$17,911. At September 30, 2022, the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Changes of assumptions	\$(7,583)	\$-0-
Changes in expected and actual experience	(-0-)	4,140
Benefit payments subsequent to the measurement date	-0-	-0-
	\$(7,583)	\$4,140
Total		\$(3,443)

Benefit payments subsequent to the measurement date and before fiscal year-end will be recognized as a reduction of the total OPEB liability in the year ending September 30, 2022.

Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

	Amortization of Deferred Outflows of Resources
2022	\$ 3,839
2023	3,839
2024	3,839
2025	2,981
2026	4,041
Thereafter	1,773
	\$ 20,312

NOTE L - COMMITMENTS AND CONTINGENCIES

Audits of Grant Activities

The City receives Federal and State grants for specific purposes that are subject to review and audit by Federal and State agencies. Such audits could result in a request for reimbursement by the Federal and State grantor agencies for expenditures disallowed under the terms and conditions of the appropriate agency. In the opinion of the City management, such disallowances, if any, will not be significant.

NOTE M – RISK MANAGEMENT

The City manages its risk through the purchasing of insurance policies through the Texas Municipal League. Significant losses are covered by commercial insurance for all major programs. For such insured programs, there have been no significant reductions in insurance coverage, and settlement amounts have not exceeded insurance coverage for the current year or three prior years.

NOTE N – SUBSEQUENT EVENTS

The City evaluated subsequent events through December 20, 2023, which is the same date that the financial statements were issued and determined the following events were noted:

Addition of Chief Financial Officer

In January of 2023, Laura Cox was hired as the City's Chief Finance Officer to over see the finance activities of the City. Ms Cox comes from the City of Midlothian as the assistant Director of Finance. Before Midlothian, she worked at the City of Waco.

NOTE O – FINANCIAL IMPACT OF COVID-19

In response to the COVID-19 pandemic, Congress passed the Coronavirus Aide, Relief, and Economic Security (CARES) Act. The Act provides economic grants to offset some additional expenses and forgone revenue as a result of the response to COVID-19. As of the date of the financial statements, September 30, 2022, the City has spent \$0 of the \$1,123,580 received in COVID relief.

The full impact of the COVID-19 pandemic and the scope of any adverse impact cannot be fully determined at this time. The pandemic has adversely affected travel, commerce, and financial markets globally and is expected to adversely affect economic output worldwide and in Texas, including the North Texas region. The potential impacts cannot currently be predicted but could be material for future fiscal years.

REQUIRED SUPPLEMENTAL INFORMATION

CITY OF ALVARADO, TEXAS
REQUIRED SUPPLEMENTARY INFORMATION - UNAUDITED
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
GENERAL FUND
For the Fiscal Year Ended September 30, 2022

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
REVENUE:				
General Property Taxes, Interest and Penalties	\$ 2,281,275	\$ 2,281,275	\$ 2,417,420	\$ 136,145
Sales tax	1,931,139	1,931,139	2,097,307	166,168
Fines and forfeitures	650,000	650,000	321,098	(328,902)
Franchise fees & rental fees	466,950	466,950	484,374	17,424
Rental fees	34,000	34,000	38,118	4,118
Mixed beverage tax	500	500	1,159	659
Licenses, fees and permits	628,600	628,600	334,909	(293,691)
Interest	5,000	5,000	85,295	80,295
Intergovernmental	254,404	254,404	711,300	456,896
Donations	-	-	-	-
Water/Sewer administrative fee	85,000	85,000	85,000	-
Charges for Services	-	-	-	-
Grants	-	-	587,216	587,216
Miscellaneous	63,550	63,550	112,368	48,818
Total Revenue	6,400,418	6,400,418	7,275,564	875,146
EXPENDITURES:				
Current operating				
General government	867,049	867,049	1,068,573	(201,524)
Public safety	4,175,079	4,175,079	4,141,634	33,445
Community development	210,082	210,082	187,061	23,021
Public works	264,156	264,156	157,032	107,124
Cultural and recreational	524,315	524,315	419,300	105,015
Social and welfare	79,265	79,265	82,790	(3,525)
Capital Outlay	36,000	36,000	192,105	(156,105)
Total Expenditures	6,155,946	6,155,946	6,248,495	(92,549)
Excess (Deficiency) of Revenues Over (Under) Expenditures	244,472	244,472	1,027,069	782,597
OTHER FINANCING SOURCES:				
Loan proceeds	-	-	-	-
Transfers	(244,472)	(244,472)	(451,160)	(206,688)
NET CHANGE IN FUND BALANCES	-	-	575,909	575,909
FUND BALANCE - October 1, 2021			7,750,337	7,750,337
FUND BALANCE - September 30, 2022	\$ -	\$ -	\$ 8,326,246	\$ 8,326,246

See accompanying notes and independent auditor's report

CITY OF ALVARADO, TEXAS
REQUIRED SUPPLEMENTARY INFORMATION - UNAUDITED
SEPTEMBER 30, 2022

Texas Municipal Retirement System

Schedule of Changes in Net Pension Liability and Related Ratios
Last 10 Years (will ultimately be displayed)

	2014	2015	2016	2017	2018	2019	2020	2021
Total Pension Liability								
Service cost	\$ 193,562	\$ 229,927	\$ 264,045	\$ 278,523	\$ 318,624	\$ 342,548	\$ 352,250	\$ 351,619
Interest (on the Total pension liability)	148,149	170,120	190,488	215,407	243,237	274,748	317,086	357,454
Changes of benefit terms	-	-	-	-	-	-	-	-
Difference between expected and actual experience	17,303	(69,085)	(40,789)	2,204	5,229	61,045	16,790	(84,013)
Change of assumptions	-	113,990	-	-	-	8,066	-	-
Benefit payments, including refunds of employee contributions	(51,997)	(74,652)	(65,847)	(37,765)	(170,014)	(54,453)	(73,599)	(101,911)
Net Change in Total Pension Liability	307,017	370,300	347,897	458,369	397,076	631,954	612,527	523,149
Total Pension Liability - Beginning	2,045,628	2,352,645	2,722,945	3,070,842	3,529,211	3,926,287	4,558,241	5,170,768
Total Pension Liability - Ending (a)	\$ 2,352,645	\$ 2,722,945	\$ 3,070,842	\$ 3,529,211	\$ 3,926,287	\$ 4,558,241	\$ 5,170,768	\$ 5,693,917
Plan Fiduciary Net Position								
Contributions - employer	\$ 79,745	\$ 99,341	\$ 111,099	\$ 137,684	\$ 155,852	\$ 165,378	\$ 178,445	\$ 178,314
Contributions - employee	124,602	138,232	149,459	157,654	180,524	191,190	199,764	200,353
Net investment income	113,434	3,317	163,080	383,900	(102,093)	536,858	327,294	643,641
Benefit payments, including refunds of employee contributions	(51,997)	(74,652)	(65,847)	(37,765)	(170,014)	(54,453)	(73,599)	(101,911)
Administrative expense	(1,184)	(2,020)	(1,840)	(1,987)	(1,972)	(3,030)	(2,114)	(2,976)
Other	(97)	(99)	(99)	(100)	(103)	(90)	(83)	19
Net Change in Plan Fiduciary Net Position	\$ 264,503	\$ 164,119	\$ 355,852	\$ 639,386	\$ 62,194	\$ 835,853	\$ 629,707	\$ 917,440
Plan Fiduciary Net Position - Beginning	1,982,529	2,247,032	2,411,151	2,767,003	3,406,389	3,468,583	4,304,436	4,934,143
Plan Fiduciary Net Position - Ending (b)	\$ 2,247,032	\$ 2,411,151	\$ 2,767,003	\$ 3,406,389	\$ 3,468,583	\$ 4,304,436	\$ 4,934,143	\$ 5,851,583
Net Pension Liability - Ending (a) - (b)	\$ 105,613	\$ 311,794	\$ 303,839	\$ 122,822	\$ 457,704	\$ 253,805	\$ 236,625	\$ (157,666)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	95.51%	88.51%	90.11%	96.52%	88.34%	94.43%	95.42%	102.77%
Covered Employee Payroll	\$ 2,076,696	\$ 2,303,873	\$ 2,490,988	\$ 2,627,574	\$ 3,008,729	\$ 3,186,493	\$ 3,329,396	\$ 3,339,212
Net Pension Liability as a Percentage of Covered Payroll	5.09%	13.53%	12.20%	4.67%	15.21%	7.97%	7.11%	-4.72%

See accompanying notes and independent auditor's report

Schedule of Contributions
Last 10 Years (will ultimately be displayed)

	2014	2015	2016	2017	2018	2019	2020	2021
Actuarially Determined Contribution	\$ 79,745	\$ 99,341	\$ 111,099	137,684	155,852	165,378	178,445	178,314
Contributions in relation to the actuarially determined contribution	79,745	99,341	111,099	137,684	155,852	165,378	178,445	178,314
Contribution deficiency (excess)	-	-	-	-	-	-	-	-
Covered employee payroll	2,076,696	2,303,873	2,490,988	2,627,574	3,008,729	3,186,493	3,329,396	3,339,212
Contributions as a percentage of covered employee payroll	3.84%	4.31%	4.46%	5.24%	5.18%	5.19%	5.36%	5.34%

Notes to Schedule of Contributions

Valuation Date:

Notes

Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	23 years
Asset Valuation Method	10 Year smooth market; 12% soft corridor
Inflation	2.5%
Salary Increases	3.5% to 10.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Reirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes

There were no benefit changes during the year.

CITY OF ALVARADO, TEXAS
REQUIRED SUPPLEMENTARY INFORMATION - UNAUDITED
SEPTEMBER 30, 2022

Texas Municipal Retirement System

Schedule of Change's in the City's Total OPEB Liability and Related Ratios
Last 10 Years (will ultimately be displayed)

	2018	2019	2020	2021	2022
Total OPEB Liability					
Service cost	\$ 5,518	\$ 7,221	\$ 7,010	\$ 9,988	\$ 11,353
Interest Cost (on total OPEB liability)	2,253	2,480	2,803	2,827	2,719
Changes of benefit terms	-	-	-	-	-
Difference between expected and actual experience	-	(2,167)	(3,497)	1,084	(8,712)
Change of assumptions	6,971	(6,480)	19,771	19,244	4,757
Benefit payments, including refunds of employee contributions	(263)	(301)	(319)	(333)	(1,002)
Net Change in Total OPEB Liability	14,479	753	25,768	32,810	9,115
Total Pension Liability - Beginning	56,986	71,465	72,218	97,986	130,796
Total Pension Liability - Ending (a)	\$ 71,465	\$ 72,218	\$ 97,986	\$ 130,796	\$ 139,911
 Covered Employee Payroll	 \$ 2,627,574	 \$ 3,008,729	 \$ 3,186,493	 \$ 3,329,396	 \$ 3,339,212
 Total OPEB Liability as a Percentage of Covered Payroll	 2.72%	 2.40%	 3.08%	 3.93%	 4.19%

Note: The information in this schedule has been determined as of the date (December 31) of the City's total OPEB liability and is intended to show information for 10 years. However, until a full ten-year trend is compiled in accordance with the provision of GASB 75, only periods for which such information is available are presented.

CITY OF ALVARADO, TEXAS
REQUIRED SUPPLEMENTARY INFORMATION - UNAUDITED
SEPTEMBER 30, 2022

Texas Municipal Retirement System

Schedule of Contributions - OPEB
Last 10 Years (will ultimately be displayed)

	2018	2019	2020	2021	2022
Actuarially Determined Contribution	\$ 3,941	\$ 4,588	\$ 4,642	4,034	4,675
Contributions in relation to the actuarially determined contribution	3,941	4,588	4,642	4,034	4,034
Contribution deficiency (excess)	-	-	-	-	641.00
Covered employee payroll	2,627,574	3,008,729	3,186,493	3,329,396	3,339,212
Contributions as a percentage of covered employee payroll	0.15%	0.15%	0.15%	0.12%	0.14%

Notes to Schedule of Contributions

Valuation Date:

Notes

Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Inflation	2.5%
Salary Increases	3.5% to 10.50% including inflation
Discount Rate	2.00%*
Retirees' Share of Benefit-Related Costs:	\$0
Administrative Expenses:	All administrative expenses are paid through the Pension Trust and account for under reporting requirements under GASB Statement No. 68
Mortality Rates - Service Retirees	2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on fully generational basis with scale UMP.
Mortality Rates - Disabled Retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 4% minimum mortality rate will be applied to reflect the impairment for younger members who became disabled for males and females, respectively. The rates are projected on a fully generational basis with scale UMP to account for future mortality improvements subject to the floor.

Other Information:

Notes

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75 to pay related benefits

*The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 30, 2020

Note: The actuarial assumptions used in the December 31, 2020 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

CITY OF ALVARADO, TEXAS
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
SEPTEMBER 30, 2022

NOTE A – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

1. Budgetary Information

The City Council adopts an annual budget prepared in accordance with GAAP. The City Manager may transfer part or all of any unencumbered appropriation balance among programs within a specific fund; however, any revisions that alter the total expenditures of the fund must be approved by the City Council. The City, for management purposes, adopts budgets for all funds. Legal budgets are also adopted for all funds and the legal level of control is the fund level.

Capital Projects are funded through the issuance of general obligation debt authorized for a specific purpose.

All unused appropriations, except appropriations for capital expenditures, lapse at the close of the fiscal year to the extent they have not been expended or encumbered. An appropriation for capital expenditures shall continue in force until the purpose for which it was made has been accomplished or abandoned if three (3) years pass without any disbursement from or encumbrance of the appropriation. No supplemental budgetary appropriations occurred in the debt service funds or in the general fund. The revised budgets are used for budget versus actual comparisons. Revenues in the general fund were more than budget by \$875,146 and expenditures were more than budget by \$92,549.

2. Reconciliation of Budgetary Information to GAAP Information

Because the City budgets debt expenditures in the Debt Service Fund they are not included in the general fund budget versus actual schedule. Such debt service payments amounted to \$1,664,930.

The City generally budgets capital outlays in the department with which they are associated, whereas for actual financial statement purposes they are all grouped on a separate line. Amounts budgeted for the general fund amounted to \$36,000. The total actual capital outlays for the year in the general fund amounted to \$786,389.

SUPPLEMENTAL INFORMATION

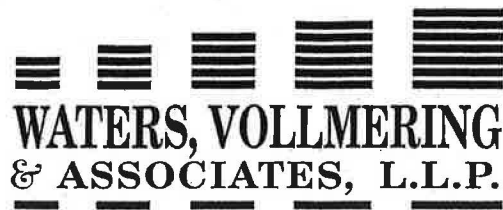
CITY OF ALVARADO, TEXAS
COMBINING BALANCE SHEET - OTHER GOVERNMENTAL FUND
September 30, 2022

	Royalty Fund	Special Project Fund	Street Maintenance Fund	Court Revenue Fund	Hotel Occupancy Tax Fund	Prairielands Detention	Roadway Service Impact Area 1	Roadway Service Impact Area 2	Other Governmental Funds
ASSETS									
Equity in pooled cash and cash equivalents	\$ 530,171	\$ -	\$ 465,181	\$ 33,328	364,277	\$ -	\$ 4,763	\$ -	\$ 1,397,720
Investments	263,732	-	-	-	492,153	-	-	-	755,885
Receivables, net									-
Accounts	67,240	-	-	-	-	47,251	-	-	114,491
Property taxes	-	-	-	-	-	-	-	-	-
Sales taxes	-	-	60,911	-	26,747	-	-	-	87,658
Fines receivable	-	-	-	-	-	-	-	-	-
Due from other funds	-	-	-	-	-	-	-	-	-
Prepaid expenses	-	-	-	-	-	-	-	-	-
Restricted									
Cash	-	-	-	-	-	794,306	844,581	30,788	1,669,675
Intergovernmental Receivable	-	-	-	-	-	-	-	-	-
Investments	-	561,249	-	168,933	-	-	-	-	730,182
Total assets	<u>\$ 861,143</u>	<u>\$ 561,249</u>	<u>\$ 526,092</u>	<u>\$ 202,261</u>	<u>\$ 883,177</u>	<u>\$ 841,557</u>	<u>\$ 849,344</u>	<u>\$ 30,788</u>	<u>\$ 4,755,611</u>
LIABILITIES									
Accounts payable	-	\$ -	3,334	285	586	151,591	-	-	\$ 155,796
Accrued liabilities	-	-	-	-	-	-	-	-	-
Total liabilities	<u>-</u>	<u>-</u>	<u>3,334</u>	<u>285</u>	<u>586</u>	<u>151,591</u>	<u>-</u>	<u>-</u>	<u>155,796</u>
DEFERRED INFLOWS OF RESOURCES									
Deferred inflows of property tax revenue	-	-	-	-	-	-	-	-	-
Total liabilities and deferred inflows of resources	<u>-</u>	<u>-</u>	<u>3,334</u>	<u>285</u>	<u>586</u>	<u>151,591</u>	<u>-</u>	<u>-</u>	<u>155,796</u>
FUND BALANCES									
Fund balances:									
Nonspendable	-	-	-	-	-	-	-	-	-
Restricted	-	-	522,758	201,976	882,591	689,966	-	-	2,297,291
Capital improvement	-	561,249	-	-	-	-	849,344	30,788	1,441,381
Committed	-	-	-	-	-	-	-	-	-
Assigned	-	-	-	-	-	-	-	-	-
Unassigned	861,143	-	-	-	-	-	-	-	861,143
Total fund balances	<u>861,143</u>	<u>561,249</u>	<u>522,758</u>	<u>201,976</u>	<u>882,591</u>	<u>689,966</u>	<u>849,344</u>	<u>30,788</u>	<u>4,599,815</u>
Total liabilities, deferred inflows and fund balances	<u>\$ 861,143</u>	<u>\$ 561,249</u>	<u>\$ 526,092</u>	<u>\$ 202,261</u>	<u>\$ 883,177</u>	<u>\$ 841,557</u>	<u>\$ 849,344</u>	<u>\$ 30,788</u>	<u>\$ 4,755,611</u>

CITY OF ALVARADO, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
OTHER GOVERNMENTAL FUNDS
For the Fiscal Year Ended September 30, 2022

	Royalty Fund	Special Projects Fund	Street Maintenance Fund	Court Revenue Fund	Hotel Occupancy Tax Fund	Prairielands Detention	Roadway Service Impact Area 1	Roadway Service Impact Area 2	Other Governmental Funds
REVENUE:									
General property taxes, interest and penalties	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales tax	-	-	352,963	-	-	-	-	-	352,963
Hotel tax	-	-	-	-	316,861	-	-	-	316,861
Fines and forfeitures	-	-	-	-	-	-	-	-	-
Franchise tax	-	-	-	-	-	-	-	-	-
Mixed beverage tax	-	-	-	-	-	-	-	-	-
Rental fees	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	124,875	-	-	124,875
Licenses, fees and permits	-	-	-	28,536	-	-	-	-	28,536
Interest	1,843	3,922	-	1,180	3,439	-	5,730	215	16,329
Proceeds from disposition of property	-	-	-	-	-	-	-	-	-
Contributions and donations	-	-	-	-	-	-	-	-	-
Water/Sewer administrative fee	-	-	-	-	-	-	-	-	-
Oil and gas royalties	297,865	-	-	-	-	-	-	-	297,865
Impact Fees	-	-	-	-	-	-	305,519	4,698	310,217
Miscellaneous	-	-	-	-	-	-	-	-	-
Total Revenue	299,708	3,922	352,963	29,716	320,300	124,875	311,249	4,913	1,447,646
EXPENDITURES:									
Current operating									
General government	-	-	-	-	-	-	-	-	-
Public safety	-	-	-	25,182	-	-	-	-	25,182
Community development	-	-	-	-	-	-	2,284	-	2,284
Public works	-	-	-	-	-	67,687	-	-	67,687
Cultural and recreational	-	-	-	-	-	-	-	-	-
Social and welfare	-	-	-	-	-	-	-	-	-
Economic development	13,596	-	11,664	-	108,826	-	-	-	134,086
Capital Outlay	-	-	-	28,485	-	565,799	-	-	594,284
Debt Service	-	-	-	-	-	-	-	-	-
Principal	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-
Paying agent	-	-	-	-	-	-	-	-	-
Total Expenditures	13,596	-	11,664	53,667	108,826	633,486	2,284	-	823,523
Excess (Deficiency) of Revenues Over (Under) Expenditures	286,112	3,922	341,299	(23,951)	211,474	(508,611)	308,965	4,913	624,123
OTHER FINANCING SOURCES:									
Transfers in	-	-	-	-	-	450,000	-	-	450,000
Transfers out	-	-	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCES	286,112	3,922	341,299	(23,951)	211,474	(58,611)	308,965	4,913	1,074,123
FUND BALANCE - October 1, 2021	575,031	557,327	181,459	225,927	671,117	748,577	540,379	25,875	3,525,692
FUND BALANCE - September 30, 2022	\$ 861,143	\$ 561,249	\$ 522,758	\$ 201,976	\$ 882,591	\$ 689,966	\$ 849,344	\$ 30,788	\$ 4,599,815

SUPPLEMENTAL REPORT



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS**

To the Honorable Mayor, and City Council
City of Alvarado, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Alvarado, Texas as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the City of Alvarado, Texas' basic financial statements and have issued our report thereon dated December 20, 2023.

Internal Control over Financial Reporting

In planning and performing our audit, we considered the City of Alvarado, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City of Alvarado, Texas' internal control. Accordingly, we do not express an opinion of the effectiveness of the City of Alvarado, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in the internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify certain deficiencies in internal control that we consider to be significant deficiencies.

Water/Sewer Inventory Control

A good system of internal control provides for a city policy on internal controls of inventory. The inventory should include requirements of regular physical counts and adjustments for the actual inventory counted. When inventory is determined to be scrap it should be clearly marked or taken offsite to be discarded. Currently, the City does an inventory count once a year at the end of the year. During the test counting it was discovered that several inventory assets that were identified as scrap but not set up apart from the other inventory assets.

By adopting a new inventory policy that requires more frequent inventory counts, the City's internal controls over financial reporting will improve and reduce the possibility of the inventory being misstated and a large adjustment being required at the end of the year. We recommend that management review the current policy for inventory and prepare a new policy that includes regular inventory accounts, and separating inventory that is determined to be scrap or obsolete so it can be destroyed.

Certified Public Accountants

Lack of Segregation of Duties

A good system of internal control provides for a proper segregation of the accounting functions. The City has a small number of people in their offices performing a variety of duties, so of which may be incompatible. The City does not have the proper segregation of duties over cash receipts and disbursements, accounts receivable, accounts payable, and manual journal entries. Proper segregation is not always possible in a small organization, but limited segregation to the extent possible can and should be implemented to reduce risk of errors or fraud. Also, separating these duties will improve internal controls over cash and other assets and reduce the possibility of irregularities. We recommend that management review the current assignment of accounting functions. Isolate any incompatible accounting functions that are the responsibility of one employee and reassign the responsibilities for these duties, if practical, or create a supervisory review of these functions. Where possible, duties should be segregated to reduce the risk or errors or fraud.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Alvarado, Texas' financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

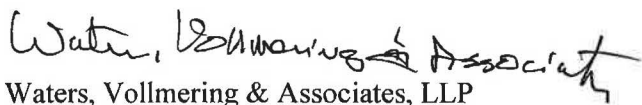
City of Alvarado, TX's Response to Findings

City of Alvarado, TX's response to the findings identified in our audit are included below. City of Alvarado, TX's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion.

The city has engaged the use of a third party to assist with some of the more complex accounting issues including reconciliations, monthly closings and other more technical accounting matters that may arise during the year. The outside third party will help mitigate the lack of separation of duties as well as being able to provide more timely monthly closing specifically addressing the findings in this letter. Additionally, the City has hired an Chief Financial Officer to assist in the day to day operations of the City.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.


Waters, Vollmering & Associates, LLP

Mansfield, Texas

December 20, 2023



City Council Meeting Management Report

Meeting Date: January 22, 2024

Contact: Laura Cox, CFO

AGENDA ITEM:

Consideration and action to receive and approve the City of Alvarado financial audit for Fiscal Year 2021-2022.

BACKGROUND & FINDINGS:

Per the City's Charter, an independent audit shall be conducted at the end of each fiscal year. The financial audit for Fiscal Year 2021-2022 will be posted on the City's Finance Department's webpage for public inspection once approved.

FINANCIAL IMPACT:

No financial impact.

RECOMMENDATION:

Staff recommends acceptance and approval of the City of Alvarado financial audit for Fiscal Year 2021-2022.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. FY 2022 Audit Report



City Council Meeting Management Report

Meeting Date: January 22, 2024

Contact: Laura Cox, CFO

AGENDA ITEM:

Consideration and action to approve Resolution R2024-0001 adopting the City of Alvarado, Texas, investment policy, and providing an effective date.

BACKGROUND & FINDINGS:

The Public Funds Investment Act, Texas Government Code Chapter 2256, requires a governing body to review and adopt an investment policy no less than annually. The governing body shall adopt a written instrument by rule, order, ordinance or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

FINANCIAL IMPACT:

Funds shall be managed and invested with three primary objectives: Safety of Principal, Liquidity and Yield.

RECOMMENDATION:

Staff recommends approval of this item.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. R2024-0001 Investment Policy Adoption
2. Alvarado Investment Policy

CITY OF ALVARADO

INVESTMENT POLICY

Revised January 22, 2024

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INTRODUCTION

The purpose of this document is to set forth specific policy and strategy guidelines for the City of Alvarado in order to achieve the goals of safety of principal, liquidity, and yield. The City Council of the City of Alvarado shall review its investment strategies and policy not less than annually. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the “Act”), to define, adopt and review a formal investment strategy policy.

INVESTMENT STRATEGY

The City of Alvarado maintains portfolios which utilize four investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short to medium term securities, not to exceed three (3) years which will complement each other in a laddered (maturities coming due regularly and staggered to match cash outflows) or barbell (maturities that are placed very short term and maturities that are longer term, such that the average achieves cash flows and income similar to buying in the middle of those maturity spectrums) maturity structure and by diversification among market sectors. The dollar-weighted average maturity of operating funds, based on the stated final maturity date of each security, will be calculated, and limited to 18 months or less.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated maturity date which exceeds the debt service payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate term maturities not to exceed three (3) years. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible. Such securities will tend to hold their value during economic cycles.

- D. Investment strategies for capital projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

INVESTMENT POLICY

I. SCOPE OF POLICY

This investment policy shall govern the investment activities of all funds of the City of Alvarado. This policy serves to satisfy the state statute requirement to define and adopt a formal investment policy.

Funds Included

All financial assets of all current funds of the City of Alvarado, Texas, and any new funds created in the future, unless specifically exempted, will be administered in accordance with the objectives and restrictions set forth in this policy. These funds are accounted for in the City's Audited Annual Financial Report and include General Fund, Water and Sewer Fund, Special Revenue Funds, Debt Service Funds, and Capital Projects Funds.

Funds Excluded

This policy shall not govern funds managed under separate investment programs. Such funds include funds established by the City for deferred employee compensation plans, the City's participation in the Texas Municipal Retirement System and defeased bonds that are held in trust escrow accounts. The City will maintain responsibility for these funds as required by Federal and State law and the City Charter and Code.

Review and Amendment of the Policy

The City Council shall review this investment policy and investment strategies not less than annually. Amendments must be authorized by the City Council.

II. OBJECTIVES OF POLICY

The City of Alvarado shall manage and invest its cash with three primary objectives, listed in order of priority: Safety of Principal, adequate Liquidity and maximum Yield within cashflow limits and policy guidelines. The foremost and primary objective of the City's investment program is the preservation and safety of the principal invested. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Federal law.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of all available cash. Cash management is defined as the process of managing monies in order to ensure appropriate liquidity while maximizing yield on short-term investment of pooled idle cash.

Safety

The foremost and primary objective of the City's investment program is the preservation and safety of principal in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from default of a security or erosion of market value. In efforts to avoid realized market value losses all securities shall be intended to be held to maturity at the time of purchase. Should cash flows call for early liquidation of securities to cover unforeseen expenses, securities with shorter maturities or with market values above or equal to the purchase price should be considered for sale first.

Liquidity

The City's investment portfolio shall remain sufficiently liquid to enable the City to meet operating requirements that might be reasonably anticipated. This shall be achieved by matching investment maturities with forecasted cash flow requirements, by investing in securities with active secondary markets, and by diversification of maturities and call dates. Furthermore, since all possible cash demands cannot be anticipated, a portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same day liquidity for short term funds.

Yield

The City's investment portfolio shall be designed with the objective of regularly exceeding the average rate of return on three-month U.S. Treasury Bills. It is understood that during periods in which interest rates are rapidly increasing, this objective may not be met. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified herein, cash flow characteristics of the portfolio and prudent investment policies.

Risk of Loss

All employees involved in the City's investment program shall seek to act responsibly as custodians of the public trust. All employees involved in the investment process shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

III. RESPONSIBILITY AND CONTROL

Delegation of Authority and Training

Authority to manage the City's investment program is derived from a resolution of the City Council. The Chief Financial Officer (CFO) is designated as the investment officer of the City and is responsible for investment decisions and activities. Oversight management responsibility for the investment program has been delegated to the Chief Financial Officer

to establish written procedures and controls for the operation of the investment program, consistent with this investment policy. Such procedures shall include explicit authorization of authority to persons responsible for the daily cash management operation, the execution of investment transactions, overall portfolio management and investment reporting. The City Council shall annually adopt a written instrument by resolution stating that it has reviewed the investment policy and investment strategies and the written instrument so adopted shall record any changes made to the investment policy or investment strategies.

Investment officers and persons authorized to execute investment transactions on behalf of the City shall attend at least one training session relating to their responsibilities within 12 months after assuming duties and receive no less than 10 hours of instruction relating to investment functions. Thereafter, eight hours of investment training is required in every two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. The training must include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act. The investment training session shall be provided by an independent source. For purposes of this Policy, an “independent source” shall include training sponsored, accredited, or endorsed by the Government Treasurers Organization of Texas (GTOT), Center for Public Management at the University of North Texas (UNT), Government Finance Officers Association of Texas (GFOAT), Texas Municipal League (TML), North Central Texas Council of Governments (NCTCOG), Association of Public Treasurers United States & Canada (APT US & C), Texas Association of Counties (TAC), Government Finance Officers’ Association (GFOA) and other such accredited training sources.

Subordinates

No person shall engage in an investment transaction except as provided under the terms of this policy, the procedures established by the Chief Financial Officer, and the explicit authorization, by resolution, of the City Council to withdraw, transfer, deposit and invest the City’s funds.

Ethics and Conflicts of Interest

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or which could impair their ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and shall further disclose positions that could be related to the performance of the City’s portfolio. City staff involved in the investment process shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City.

An investment officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within a second degree of

affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the City.

An investment officer or other employee is considered to have a personal business relationship with a business organization if any one of the following three conditions is met:

1. The investment officer or employee owns 10% or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization.
2. Funds received by the investment officer or employee from the business organization exceed 10% of the investment officer or employee's gross income for the prior year.
3. The investment officer or employee has acquired from the business organization during the prior year investments with a book value of \$2,500 or more for their personal account.

Internal Controls

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Chief Financial Officer shall establish an annual independent review by an external auditor to assure compliance with policies and procedures. The internal control shall address the following points:

- A. Control of Collusion
- B. Separation of transaction authority for accounting and record keeping
- C. Custodial safekeeping
- D. Avoidance of physical delivery of securities
- E. Clear delegation of authority to subordinate staff members
- F. Written confirmation for telephone transactions for investments and wire transfers

G. Development of wire transfer agreement with depository bank or third-party custodian

Prudence

The standard of prudence to be applied by the investment officer shall be the “prudent investor” rule which states: “Investments shall be made with judgment and care, under circumstances than prevailing, which persons of prudence, discretion and intelligence exercise in management of their own affairs, not for speculation, but for investment, considering the probable safety of capital as well as the probable income derived.” In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made into consideration:

- A. The investment of all funds, or funds under the City’s control, over which the investment officer had responsibility rather than a consideration as the prudence of a single investment.
- B. Whether the investment decision was consistent with the written investment policy of the City

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security’s credit risk or market price changes, provided these deviations are reported immediately and that appropriate action is taken to control adverse developments.

IV. REPORTING

Quarterly Reporting

The Chief Financial Officer shall prepare a quarterly investment report that provides an analysis of the current investment portfolio and transactions made over the last quarter. .

Mark-to-Market Pricing

The investment portfolio will be marked to market monthly. Pricing information will be obtained from sources deemed reliable by the Chief Financial Officer. These sources may include, but are not limited to the City’s safekeeping agent, depository bank and Bloomberg.

Annual Report

Within 60 days from the end of the fiscal year, the Chief Financial Officer shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council.

Methods

The quarterly investment report will be provided to the City Manager and City Council within 60 days of the completion of the quarter. The report will: 1) describe in detail the investment position of the City as of the end of the reporting period, 2) be prepared jointly by all Investment Officers, 3) be signed by each investment officer, 4) contain a **summary statement** of each fund or pooled fund group including a) beginning market value for the reporting period; b) additions and changes to the market value during the period; c) ending market value for the period; and d) fully accrued interest for the reporting period, 5) include a description of each separately invested asset, including type of investment, issuer, par amount, coupon rate, settlement date, maturity date and yield 6) state the book value and market value of each separately invested asset at the end of the reporting period by type of asset and fund type invested, 7) state the account or fund or pooled fund group for which each individual investment was acquired, and 8) state the compliance of the investment portfolio as it relates to the investment strategy expressed in this policy and with relevant provisions of the Tex. Gov't. Code Ch. 2256.

V. INVESTMENT PORTFOLIO

Active Portfolio Management

The City shall pursue an active versus a passive portfolio management philosophy. The investment officer will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly to maximize opportunities to the City

Investments

Funds of the City of Alvarado may be invested in the following instruments as permitted in Tex. Gov't. Code Ch. 2256:

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
- B. Direct obligations of the State of Texas or its agencies and instrumentalities;
- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

- D. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than “A” or its equivalent; and
- E. Certificates of deposit if the certificate is issued by a depository institution that has its main office or a branch office in the State of Texas, is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor, is secured by obligations described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, secured in any other manner and amount provided by law for deposits of the investing entity. In addition, the broker/dealer or the depository institution selected arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity, and the investing entity appoints the depository institution or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.
- F. Fully collateralized direct repurchase agreements with the defined termination date secured by obligations described in A through D above pledged to the City, held in the City’s name and held by a third party approved by the Chief Financial Officer. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the New York Federal Reserve, or a bank doing business in Texas.
- G. Government investment pools which invest in instruments and follow practices allowed by state law. Government investment pools must be rated AAA or AAAm or equivalent by a nationally recognized credit rating agency.
- H. SEC-registered money market funds, rated AAA or AAAm, with a dollar weighted average maturity of 60 days or less.
- I. Commercial paper with a stated final maturity of 270 days or less from the date of its issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least: (a.) two nationally recognized credit rating agencies; or (b.) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit (LOC) issued by a bank organized and existing under the laws of the United States or any state.

Not Authorized

The City’s authorized investment options are more restrictive than those allowed by state law. State law prohibits investment in A-D below, while the City chooses not to invest in E-G.:

- A. Obligations whose payment represents the coupon payments on the outstanding balance of underlying mortgage-backed security collateral and pays no principal;
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- C. Collateralized mortgage obligations that have a stated final maturity date greater than 10 years;
- D. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index;
- E. Securities lending program;
- F. Banker's acceptances;
- G. Guaranteed investment contracts.

Maximum Portfolio Percentage by Type, *applicable at time of purchase*

Obligations of the United States and its agencies and instrumentalities – 100%
 Certificates of Deposit – 25%
 Investment Pools – 100% overall
 State and Local Government Obligations – 25%; 10% per issuer
 Money Market Funds – 20%
 Commercial Paper – 20%; 5% per issuer

Competitive Bidding Requirement

It is the policy of the City to require competitive bidding for all individual security purchases and sales, as well as for certificates of deposit. Exceptions include money market funds and local government investment pools which are deemed to be made at prevailing market rates. At least three bids or offers must be solicited for all other transactions involving individual securities. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security.

Downgrade Provision

The City shall take all prudent measures consistent with this policy to liquidate an investment that no longer meets the required minimum rating standards as per the Tex. Gov't. Code Sec. 2256.021. The City is not required to liquidate investments that were authorized investments at the time of purchase. (Tex. Gov't. Code Sec. 2256.017)

Holding Period

The City of Alvarado intends to match the holding periods of investment funds with the liquidity needs of the City, and hold all securities to maturity,. In no case will the average maturity of portfolio of the City's operating funds exceed 18 months. The maximum final stated maturity of any investment shall not exceed three years.

Risk and Diversification

The City of Alvarado recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- A. Default risk shall be mitigated by limiting investments to those instruments permitted within this policy.
- B. Market risk shall be mitigated to the extent possible by avoiding over-concentrating of assets in a specific maturity sector, limiting the average maturity of operating investments to 18 months, and avoiding over-concentration in specific instruments other than investment pools and insured or collateralized Certificates of Deposits.

VI. FINANCIAL PROVIDERS

Depository Bank

At least every five years a depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Chief Financial Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

Certificates of Deposits

Entities seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Chief Financial Officer.

Investment Pools and Investment Managers

The qualified representative of any public funds investment pool or discretionary investment manager offering to engage in an investment transaction with the City shall execute a written instrument in a form acceptable to the City substantially to the effect that the pool or manager has received and reviewed the investment policy of the City and acknowledged that the pool or manager has implemented reasonable procedures and

controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Securities Dealers

For brokers and dealers of government securities, the City shall select only "Primary Government Security Dealers" as designated by the New York Federal Reserve Bank, or regional broker/dealers with established and documented experience working with local government clients. Investment officers shall not knowingly conduct business with any firm with whom public entities have sustained losses on investments as indicated by a FINRA broker check. All prospective securities dealers shall provide the City with references from public entities which they are currently serving.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements;
- proof of Financial Industry Regulatory Authority (FINRA) membership;
- proof of state registration;
- completed broker/dealer questionnaire;
- written certification of having read the City's investment policy signed by a registered principal of the organization;

An annual review of the financial condition and registration of qualified bidders will be conducted by the Chief Financial Officer.

VII. SAFEKEEPING AND CUSTODY

Insurance and Collateral

All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. Evidence of pledged collateral shall be maintained by the Chief Financial Officer or a third party institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed weekly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement

Collateral pledged to secure deposits of the City shall be held by an independent safekeeping institution in accordance with a written Safekeeping Agreement. . The safekeeping institution, or trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City of Alvarado, the firm pledging the collateral, and the trustee.

Collateral Defined

The City of Alvarado shall accept only the following instruments as collateral:

- A. FDIC insurance coverage.
- B. Treasury Notes or other direct obligations of the United States, with principal and interest guaranteed by the full faith and credit of the United States Treasury.
- C. FHLB letters of credit (LOC)

Subject to Audit

All pledged collateral reports shall be reviewed monthly by the Chief Financial Officer and annually by the City's independent auditors.

Delivery vs. Payment or Cash Securities Account

Treasury bills, notes, bonds, and government agencies' securities shall be purchased using the delivery vs. payment method. Funds are wired to the City's cash account on the established settlement date where the clearing firm will verify the bonds, accept the security and surrender the funds. Funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

VIII. INVESTMENT POLICY ADOPTION

The City of Alvarado investment policy shall be adopted by resolution of the City Council. The policy shall be reviewed for effectiveness on an annual basis by the Finance Department and any modifications will be recommended for approval to the City Council.

CITY OF ALVARADO, TEXAS

CERTIFICATE OF BROKER OR DEALER

1. The City of Alvarado has presented a copy of its Investment Policy to the undersigned.
2. The undersigned has reviewed the Investment Policy and thoroughly understands it.

Signed this _____ day of _____, 20 ____.

Organization

By: _____

Title: _____

CITY OF ALVARADO

BROKER/DEALER QUESTIONNAIRE

Name of Firm: _____
(Parent company also, if applicable)

Address: _____

Phone: _____ (800) _____

Account Representative _____
Title: _____

Backup Representative: _____
Title: _____

Do you have a Texas office of the firm for brokerage or other services? _____

Address of Texas office: _____

Nature of office: _____

Has the representative been given clearance by the firm to be sole representative for this Account? _____ By Whom? _____

How long has the direct representative been an Institutional Governmental Securities Broker at the firm? _____

How long has the representative been an Institutional Governmental Securities Broker at this and other firms? _____

Does this firm have Primary Dealer status with the Federal Reserve? _____

Is the firm and the Account Representative registered with the State of Texas Securities Commission? _____ Since? _____

NOTE: Please include the latest annual audited financial report and any other information that may assist us in deciding to add your firm to our authorized dealer/broker list.

NOTE: This page is to be completed by any firm which does **not** currently hold Primary Dealer status

In which market sectors does the local firm/desk specialize, if any?

Please identify your most comparable clients:

How long has the firm been in business? _____

Is this a subsidiary of another firm? _____ If yes, which firm? _____

What was the firm's total volume in U.S. Treasuries and Agencies for the last fiscal year?

Firmwide: \$ _____

This office \$ _____

Please provide information on a separate sheet regarding additional coverage for your customers in case of default or fails.

Is the firm an inventory dealer? _____

Do you take position in securities in which you sell or buy? _____

Does the firm agree to comply with SEC Net Capital Guidelines on a continuous basis?

How much capital do you maintain? _____

Through which firm do you clear? _____

Do you clear on a fully disclosed basis, i.e. will the clearing firm be acting as principal on the transaction? _____

INVESTMENT GLOSSARY

AGENCIES: A general term for a debt instrument issued by government sponsored enterprises including Fannie Mae, Freddie Mac, Farmer Mac, FFCB and FHLB. These are widely considered to be among the safest types of fixed income securities, although they are not explicitly guaranteed by the Federal government.

BID: The indicated price at which a buyer is willing to purchase a security.

BROKER: A broker brings sellers and buyers together for a commission. The term “broker” is often used interchangeably with “dealer” to refer to a seller of investment securities.

CERTIFICATE OF DEPOSIT: A time deposit with a bank or credit union with a fixed maturity evidenced by a certificate.

COLLATERAL: Securities pledged by a bank to secure deposits of public monies.

COMMERCIAL PAPER: An unsecured short-term promissory note issued by corporation, with maturities ranging from 2 to 270 days.

COMPREHENSIVE ANNUAL FINANCIAL REPORT: The official annual report for the City of Alvarado. It includes combined statements for each individual fund and account group. It also includes supporting schedules necessary to demonstrate compliance with finance related legal and contractual provisions, extensive introductory material, and a detailed statistical section.

COUPON: (a) The annual rate of interest that a bond’s issuer promises to pay the bondholder on the bond’s face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CREDIT QUALITY: The measurement of the financial strength of a bond issuer. The measurement helps and investor to understand an issuer’s ability to make timely interest payments and repay the loan principal upon maturity. Generally, the higher the credit quality of a bond issuer, the lower the interest rate paid by the issuer because the risk of default is lower. Credit quality rankings are provided by nationally recognized rating agencies.

CREDIT RISK: The risk to an investor that an issuer will default in the payment of interest and/or principal on a security.

DEALER: A dealer, as opposed to a broker acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT (DVP): Delivery of investment securities with a simultaneous exchange of funds. In a DVP transaction, the investor is always in possession of cash or the investment.

DISCOUNT: The difference between the purchase price of a security and the par value at maturity. A security selling below the original offering price shortly after sale also considered to be at a discount.

DIVERSIFICATION: Investing assets among a range of investment types by sector, maturity, and credit rating in order to mitigate concentration risk.

FEDERAL AGRICULTURAL MORTGAGE CORPORATION (“Farmer Mac”): A federally chartered corporation responsible for guaranteeing the timely repayment of principal and interest to bond investors on agricultural loans and related debt.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, up to \$250,000 per depositor for each insured financial institution.

FEDERAL FARM CREDIT BANK (FFCB): The Federal Farm Credit Bank System is the oldest of the government sponsored enterprises, created by an act of congress in 1916. Its mission is to provide a reliable and low cost source of funds to support agriculture in the United States. FFCB debt obligations are highly liquid and share the same credit rating as the U.S. Treasury.

FEDERAL HOME LOAN BANKS (FHLB): The Federal Home Loan Bank system was created by an act of Congress in 1932 as a system of 12 regional banks that provide funds to its member banks. FHLB’s primary mission is to support residential and community lending. Its membership of more than 8,000 financial institutions includes savings banks, commercial banks, credit unions and insurance companies active in housing finance. FHLB debt obligations are highly liquid, and share the same debt rating as the U.S. Treasury.

FEDERAL HOME LOAN MORTGAGE COMPANY (FHLMC or “Freddie Mac”): Freddie Mac was created by an act of Congress in 1970 as a shareholder-owned company to further expand the secondary market for mortgage loans in the United States. Freddie Mac buys existing mortgages and pools them together to create mortgage-backed securities that can then be sold to investors, thereby providing liquidity to lenders who can then make additional loans. Along with Fannie Mae, Freddie Mac was placed into government conservatorship in September 2008, but continues full operations under government control. Freddie Mac securities are highly liquid and share the same debt rating as the U.S. Treasury.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA or “Fannie Mae”): Fannie Mae was chartered in 1938 under the Federal National Mortgage Association Act to provide a secondary market for mortgage loans in the United States, by purchasing existing home loans and pooling them together to create mortgage-backed securities that can then be sold to investors, along with a guaranty of the timely payment of principal and

interest on the underlying loans. Fannie Mae was privatized in 1968 and operated as a private stockholder-owned company for 40 years before the housing market collapse forced them into federal government conservatorship in September 2008. Fannie Mae currently continues operation under government control and shares the same debt rating as the U.S. Treasury. Fannie Mae debt obligations are highly liquid.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

INTEREST RATE RISK: The risk associated with declines or rises in interest rates which cause an investment in fixed-income security to increase or decrease in value.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

LOCAL GOVERNMENT INVESTMENT POOL: An investment by local governments in which their money is pooled as a method for managing local funds.

MARKET RISK: The risk that the value of a security will rise or decline as a result of changes in market conditions.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

OFFER: An indicated price at which market participants are willing to sell a security. Also referred to as the "Ask price."

PAR: Face value or principal value of a bond.

PORTFOLIO: Collection of securities held by an investor.

PREMIUM: The amount by which the price paid for a security exceeds the security's par value.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its oversight. Primary Dealers are required to continually "make a market" in Treasury securities, buying or selling when asked, thereby creating a liquid secondary market for US debt obligations.

REPURCHASE AGREEMENT (REPO): An agreement of one party to sell securities at a specified price to a second party and a simultaneous agreement of the first party to repurchase the securities at a specified price or at a specified later date.

SAFEKEEPING: The digital holding of assets (e.g., securities) by a financial institution.

SECONDARY MARKET: A market made for the purchase and sale existing investment securities following the initial issue and distribution.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

TREASURY BONDS: Long-term coupon bearing U.S. Treasury securities issued as direct obligation of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from 2 to 10 years.

VOLATILITY: A degree of fluctuation in the price and valuation of securities.

WEIGHTED AVERAGE MATURITY (WAM): The average maturity of all the securities that comprise a portfolio.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

RESOLUTION NO. R2024-0001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, ADOPTING THE CITY OF ALVARADO INVESTMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alvarado desires to provide an investment policy for the investment of funds held by the City of Alvarado in a manner providing security of principle and liquidity; and

WHEREAS, the investment policy of the City of Alvarado shall address investment diversification, yield and maturity requirements, the quality and capability of investment management, and shall provide limitations, strategies, specifications and methods for all investments of the City; and

WHEREAS, pursuant to Section 2256.005(a) of the Texas Government Code a municipality engaging in investing funds shall adopt by resolution its written investment policy.

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

SECTION 1.

That the City of Alvarado hereby adopts the City of Alvarado Investment Policy, a copy of which is attached as Exhibit "A". This policy is adopting in accordance with the provisions of Chapter 2256 of the Texas Government Code.

SECTION 2.

This Resolution shall take effect from and after its date of its passage.

PASSED, APPROVED and ADOPTED THIS 22nd day of January, 2024.

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A Walls, City Secretary

Approved as to form and content:

Ashley Dierker, Attorney



City Council Meeting Management Report

Meeting Date: January 22, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action on the application of Winston Parks with Palm Development Partners on behalf of the David and Mary Glenn Irrevocable Trust for approval of a Henderson Integrity Addition final plat on 0.6504 acres known as a portion of Tract 29 in the J. Dixon Survey, Abstract 214, approximately addressed in the 800 block of W. Hwy 67.

BACKGROUND & FINDINGS:

On November 20, 2023, the City Council approved the Henderson Integrity Addition preliminary plat (attached) following P&Z's recommendation for Council approval on November 14, 2023. The phase one final plat for Lot 3, Block 1 of the Henderson Integrity Addition was submitted and deemed administratively complete on December 28, 2023. Per Section 34-34.c of the Alvarado subdivision ordinance, the City Council shall:

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

The Future Land Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Local Business, which generally includes small businesses and retail uses, coffee shops, restaurant, and small professional office buildings. This type of development is best suited along Highway 67 and is intended to serve the needs of residents. The City's Development Review Committee (DRC) finds the final plat to comply with the approved preliminary plat, the minimum standards of the Alvarado subdivision ordinance, and all other ordinances. The subject site is zoned General Commercial (C-2) District and anticipated development of an urgent care center is consistent with the Comprehensive Plan.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On January 18, 2022, the Planning and Zoning Commission recommended conditional approval to Council as stated in the attached Draft Recommendation Letter.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Preliminary Plat
Draft Recommendation Letter
Final Plat & Civil Engineering Plans



PLAT APPLICATION

Office Use Only

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

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

Type of Plat

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

Title of Plat Henderson Addition

Total Lots 1 Total Acres .6504 Current Zoning C-2

Subdivision Name N/A Lots 1 Block(s) 1

Survey Name(s) John Dixon Survey Abstract No.(s) 214 Tract(s) _____

Address/Location 906 West US Hwy 67 Alvarado, Texas 76009

Applicant

Company or Name Palm Development Partners

Contact Name Winston Parks

Address 798 Berry Rd City Nashville State TN Zip 37204

Telephone 615-674-2130 Email wparks@winstonwarren.com

Owner (If Different)

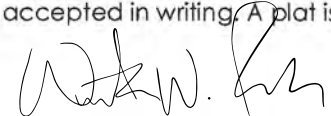
Company or Name David Glenn

Contact Name David Glenn

Address 1017 William D. Tate Ave, Suite 100 City Grapevine State Texas Zip 76051

Telephone 817-312-7883 Email davidglenn@glennlawfirm.com

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



Signature of Applicant, Owner, or Authorized Agent

12-29-2023

Date

Planning Official

Fee: \$

Date of P&Z Meeting

Date of Council Meeting

Signature of Planning Official

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

Received By

Date Received

Date Approved



DESCRIPTION

A tract of land situated in the City of Alvarado, Johnson County, Texas in the John Dixon Survey, Abstract No. 214 and being a portion of Tract 2 as described in deed to David Milton Glenn in Document No. 2022-37047, Official Public Records of Johnson County, Texas (OPRJCT), being more particularly described as follows:

BEGINNING at a found mag nail (controlling monument) on the North right of way line of East Henderson Street at the Southeast corner of Lot 1, Block 1, of SUNNY ADDITION, an addition to the City of Alvarado as recorded in Volume 9, Page 886, Plat Records of Johnson County Texas (PRJCT) from which a found 1/2" iron rod bears South 88°40'15" West (reference bearing) a distance of 427.83 feet;

THENCE North 01°12'58" West, along the East line of said SUNNY ADDITION, a distance of 246.08 feet to the Southwest corner of Lot 32, Block A, of the FINAL PLAT OF SUNSET RIDGE as recorded in Instrument 2022-254 OPRJCT from which a set 1/2" iron rod with cap stamped "RPLS 6008" bears South 4.0 feet online, said Southwest corner of Lot 32 being at an intersection with a non-tangent curve;

THENCE 120.07 feet along said curve to the left and the South line of said Lot 32 and Lots 33 and 34 of Block A, having a radius of 165.00 feet (subtended by a chord of North 75°50'10" East a distance of 170.11 feet) to a found1/2" iron rod at an intersection with a non-tangent line;

THENCE South 89°22'38" East a distance of 266.55 feet to a found 3/8" iron rod on the West right of way line of Cheyenne Trail at an intersection with a non-tangent curve;

THENCE on said right of way line and curve to the left having a radius of 425.00 feet (subtended by a chord of South 16°51'41" West a distance of 256.32 feet) to a set 1/2" iron pin with cap stamped "RPLS 6008" to an intersection with a tangent line;

THENCE continuing on said right of way line South 00°41'21" East a distance of 31.32 feet to a set 1/2" iron pin with cap stamped "RPLS 6008" on the North right of way line of East Henderson Street;

THENCE South 88°40'15" West, along the North line of said East Henderson Street, a distance of 117.30 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 100,054 square feet or 2.2969 acres, more or less.

TO BE KNOWN AS:

HENDERSON INTEGRITY ADDITION

An addition to the City of Alvarado, Johnson County, Texas and do hereby dedicate to the public's use forever the easements and rights of way as shown hereon, except the private access easement and those easements and rights of way created or dedicated by separate Instrument as shown hereon.

By: David Glenn Irrevocable Trust
Name : David Glenn and Mary Glenn

STATE OF TEXAS)
) SS
COUNTY OF _____)

Before me, the undersigned, a notary public in and for the State of Texas, on this day personally appeared David Glenn, known to me to be the person whose name is subscribed to the foregoing Instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, This the _____ day of _____, 2023

Notary Public, State of Texas

My commission expires _____

STATE OF _____)
) SS
COUNTY OF TEXAS)

Before me, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Mary Glenn, known to me to be the person whose name is subscribed to the foregoing Instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, This the _____ day of _____, 2023

Notary Public, State of Texas

My commission expires _____

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE.

PRELIMINARY RELEASE DATE:
10-19-23

SURVEYOR'S CERTIFICATION

That I, Shaun Christopher Axton, do hereby certify that I prepared this plot and the field notes made a part thereof from an actual survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Alvarado, Texas.

Shaun Christopher Axton
Registered Professional Land Surveyor
RPLS 6008

CERTIFICATE OF APPROVAL

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

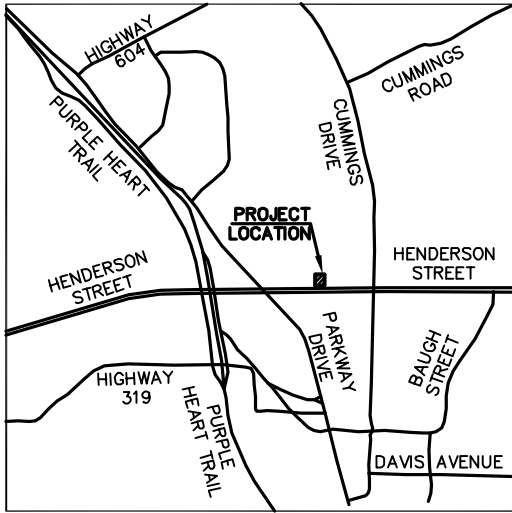
Mayor

City Secretary

Plat recorded in Volume _____ Page _____ Slide _____

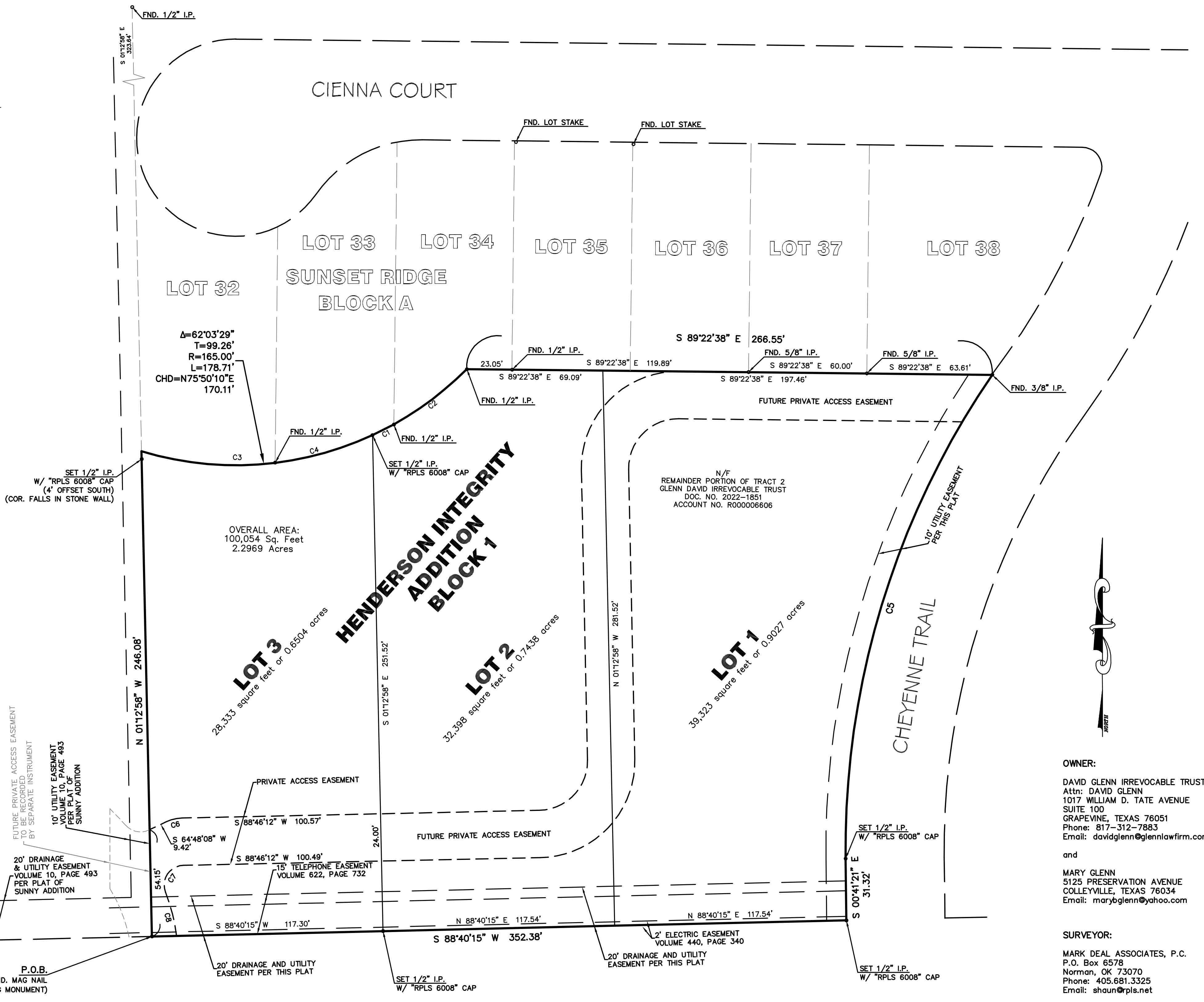
County Clerk, Johnson County, Texas

Deputy, Johnson County, Texas



SUNNY ADDITION
BLOCK 1

LOT 1



OWNER:
DAVID GLENN IRREVOCABLE TRUST
Attn: DAVID GLENN
1017 WILLIAM D. TATE AVENUE
SUITE 100
GRAPEVINE, TEXAS 76051
Phone: 817-312-7883
Email: davidglenn@glennlawfirm.com
and
MARY GLENN
5125 PRESERVATION AVENUE
COLLEYVILLE, TEXAS 76034
Email: marybglenn@yahoo.com

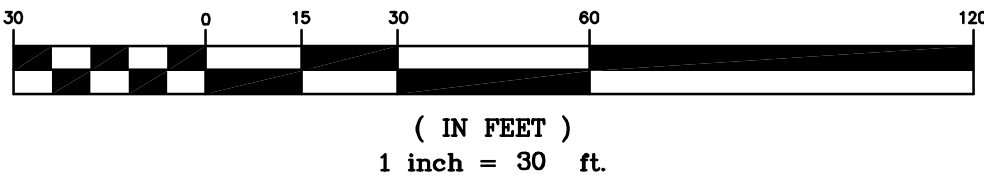
SURVEYOR:
MARK DEAL ASSOCIATES, P.C.
P.O. Box 6578
Norman, OK 73070
Phone: 405.681.3325
Email: shaun@rpls.net

EAST HIGHWAY 67

LEGEND

FND. - FOUND
I.P. - IRON PIN
P.O.B. - POINT OF BEGINNING

GRAPHIC SCALE



CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	TANGENT	DELTA ANGLE
C1	12.10'	165.00'	N 63°04'17" E	12.09'	6.05'	41°2'01"
C2	46.55'	165.00'	N 52°53'21" E	46.40'	23.43'	16°09'51"
C3	68.50'	165.00'	S 85°01'44" E	68.01'	34.75'	23°47'17"
C4	51.56'	165.00'	N 74°07'28" E	51.35'	25.99'	17°54'19"
C5	260.37'	425.00'	S 16°51'41" W	256.32'	134.42'	35°06'05"
C6	8.37'	20.00'	S 76°47'10" W	8.31'	4.25'	23°58'04"
C7	19.12'	10.00'	N 33°59'19" E	16.34'	14.17'	109°33'46"
C8	22.98'	87.89'	S 14°08'41" E	22.91'	11.55'	14°58'44"

PRELIMINARY PLAT OF LOTS 1-3, BLOCK 1
HENDERSON INTEGRITY ADDITION

Being 2.2969 acres situated in the JOHN DIXON SURVEY,
ABSTRACT NO. 214

CITY OF ALVARADO, JOHNSON COUNTY, TEXAS
PLAT PREPARED MAY 24, 2023



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

January 18, 2023

Palm Development Partners
Attn: Winston Parks
798 Berry Road
Nashville, TN 37204
615.674.2130
wparks@winstonwarren.com

Re: Final Plat of Lot 3, Block 1 of the Henderson Integrity Addition

Dear Mr. Parks,

This letter is to inform you that on January 18, 2024, the Alvarado City Planning and Zoning Commission recommended conditional approval of the final plat for Lot 3, Block 1 of the Henderson Integrity Addition. Below are the conditions on approval. The Alvarado City Council will consider this final plat on January 22, 2024.

1. The 20' U.E. along the lot's frontage must be a 20' U.E. and D.E.
2. The final plat may not be recorded until the civil plans are approved and public improvements are installed and pass inspection.
3. TxDOT approval of the TIA and civil plans is required prior to recording the final plat.

Sincerely,

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

Attachments:
City Engineer Mark Ups on Civil Plans

INTEGRITY URGENT CARE

(NON-AMBULATORY CARE FACILITY)

BHC Fourth Review
01-12-2024

This is the fourth review of the Integrity Urgent Care submittal. Our review is for general compliance with the City of Alvarado's development requirements. It is based on the City's Subdivision Ordinance and Good Engineering Practice, and does not relieve the design engineer of their responsibilities as the Engineer of Record under the Texas Engineering Practice Act.

Resubmittal shall include previous review comments and the Engineer's responses to each comment, either on the marked up sheets or as a separate response letter.

Cooper Reinbold, P.E.

CITY MANAGER: PAUL DEBUFF

MAYOR: JACOB WHEAT

CITY COUNCIL:
SCOTT ARTHUR
MICHAEL BENNETT
CHERRY BRYANT
LYDIA MOON
BEVERLY SHORT
KEVIN THOMAS

DRAINAGE FOR THIS DEVELOPMENT HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY, FUNCTION OR INTEGRITY OF TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DRAINAGE FACILITIES.

CONTACT INFORMATION

CIVIL ENGINEER:
BENCHMARK DESIGN GROUP, LLC
2026 REPUBLIC DRIVE, SUITE B
TYLER, TEXAS 75701
ATTN: GREG MITCHELL, P.E.
PHONE: 903-534-5353

SURVEYOR:
MARK DEAL AND ASSOCIATES
PO BOX 6578
NORMAN, OKLAHOMA 73070
ATTN: SHAUN AXTON, P.L.S.
PHONE: 405-681-3325

DEVELOPER:
PALM DEVELOPMENT PARTNERS
23134 HIGHWAY 22 N
N. YUMA, TX, 38390
ATTN: WINSTON PARKS
PHONE: 615-823-2141

CITY OF ALVARADO
104 WEST COLLEGE
ALVARADO, TX 76009
ATTN: JUSTIN FRENCH
PHONE: 817-790-3351

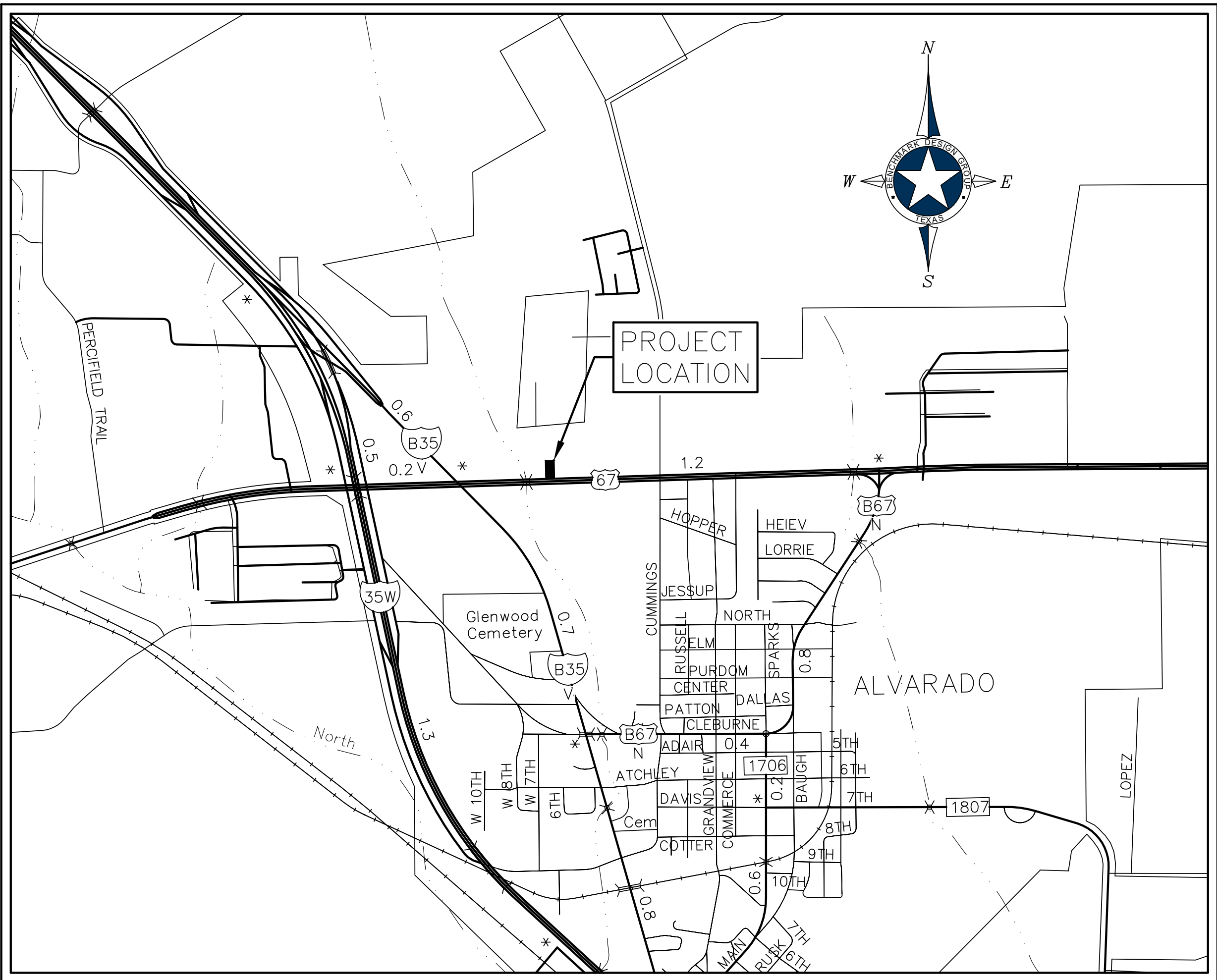
TELEPHONE
A. T. & T.
PHONE: 833-703-0899

GAS
ATMOS ENERGY
PHONE: 888-286-6700

CABLE TELEVISION
SPECTRUM
PHONE: 877-482-3782

ELECTRIC
ONCOR ELECTRIC
PHONE: 888-313-6862

**TEXAS COMMISSION OF
ENVIRONMENTAL QUALITY**
TCEQ REGION 4
2309 GRAVEL DRIVE
FORT WORTH, TX 76118
PHONE: 817-588-5800



VICINITY MAP
N.T.S.

INDEX OF SHEETS

C-1	COVER SHEET
C-2A	PRELIMINARY PLAT
C-2B	EXISTING SURVEY
C-3	EROSION CONTROL PLAN
C-4	SITE PLAN
C-5	GRADING PLAN
C-6A	EXISTING DRAINAGE AREA MAP
C-6B	PROPOSED DRAINAGE AREA MAP
C-6C	DRAINAGE CALCULATIONS
C-6D	DRAINAGE CALCULATIONS
C-7	STORMSEWER AND UNDERGROUND STORAGE PLAN
C-8A	ON-SITE UTILITY PLAN
C-8B	OFF-SITE UTILITY PLAN
C-9	DETAILS
C-10	DETAILS
C-11	DETAILS
C-12	DETAILS
C-13	TxDOT PRECAST SAFETY END TREATMENT DETAILS
L-1	LANDSCAPE PLAN



*** STOP! CALL BEFORE YOU DIG! ***
AS REQUIRED BY THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT TEXAS811 MUST BE CONTACTED AT LEAST 2 WORKING DAYS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM.
THE CONTRACTOR SHALL ALSO CALL 811, AND ALL OTHER LOCATE COMPANIES PRIOR TO EXCAVATION ACTIVITIES.

NOTICE TO CONTRACTORS

- These plans are subject to review and approval by all jurisdictions having authority.
- Contractor shall appropriately notify all relevant entities prior to digging on this project.
- The contractor shall notify the engineer, in writing, of any errors or discrepancies discovered in the construction documents immediately.
- The topographic information shown herein is a reflection of the information provided by MARK DEAL AND ASSOCIATES, NORMAN, OK. If the contractor discovers any errors in said information, he shall notify the engineer, in writing, immediately. The engineer and owner shall be indemnified of any problems and/or associated costs resulting from lack of notification.
- The contractor shall be responsible for confirming the horizontal and vertical location of buried utilities and structures, including, but not limited to the following:

Telephone cable	Conduits	Pipes
Stormwater lines	Water lines	Gas lines
Television cables	Sanitary Sewer lines	Oil Production lines
Saltwater lines		

Note: If discrepancies occur between that which is shown on the plans and conditions present in the field, the contractor shall notify the engineer, in writing immediately. Failure to do so shall absolve owner and engineer of liability and associated costs.

**BENCHMARK
DESIGN GROUP**
CIVIL / ENVIRONMENTAL / PLANNERS



INTEGRITY URGENT CARE
ALVARADO, TX

COVER SHEET

**BENCHMARK
DESIGN GROUP**
CIVIL / ENVIRONMENTAL / PLANNERS

DRAWN BY: CCB

CHECKED BY: JGM

DATE: MAY, 2023

JOB NO: 2023.035

SHEET NO.
C-1

DESCRIPTION

A tract of land situated in the City of Alvarado, Johnson County, Texas in the John Dixon Survey, Abstract No. 214 and being a portion of Tract 2 as described in deed to David Milton Glenn in Document No. 2022-37047, Official Public Records of Johnson County, Texas (OPRJCT), being more particularly described as follows:

BEGINNING at a found mag nail (controlling monument) on the North right of way line of Highway 67 at the Southeast corner of Lot 1, Block 1, of SUNNY ADDITION, an addition to the City of Alvarado as recorded in Volume 9, Page 886, Plat Records of Johnson County Texas (PRJCT) from which a found 1/2" iron rod (controlling monument) bears South 88°40'15" West (reference bearing) a distance of 427.83 feet;

THENCE North 01°12'58" West, along the East line of said SUNNY ADDITION, a distance of 246.08 feet to the Southwest corner of Lot 32, Block A, of the FINAL PLAT OF SUNSET RIDGE as recorded in instrument 2022-254 OPRJCT from which a set 1/2" iron rod with cap stamped "RPLS 6008" bears South 4.0 feet online, said Southwest corner of Lot 32 being at an intersection with a non-tangent curve to the left;

THENCE 120.07 feet along said non-tangent curve and the South line of said Lot 32 and Lot 33 of Block A, having a radius of 165.00 feet (subtended by a chord of North 86°01'06" East, 117.44 feet) to a set 1/2" iron rod with cap stamped "RPLS 6008" at an intersection with a non-tangent line;

THENCE South 01°12'58" East a distance of 251.52 feet to a set 1/2" iron rod with cap stamped "RPLS 6008" on the North right of way line of Highway 67;

THENCE South 88°40'15" West, along the North line of said Highway 67, a distance of 117.30 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 28,333 square feet or 0.6504 acres, more or less.

TO BE KNOWN AS:

HENDERSON INTEGRITY ADDITION

An addition to the City of Alvarado, Johnson County, Texas and do hereby dedicate to the public's use forever the easements and rights of way as shown hereon, except those easements and rights of way created or dedicated by separate instrument as shown hereon.

By: David Glenn Irrevocable Trust
Name : David Glenn and Mary Glenn

STATE OF TEXAS)
) SS
COUNTY OF _____)

Before me, the undersigned, a notary public in and for the State of Texas, on this day personally appeared David Glenn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, This the _____ day of _____, 2023

Notary Public, State of Texas

My commission expires _____

STATE OF _____)
) SS
COUNTY OF TEXAS)

Before me, the undersigned, a notary public in and for the State of Texas, on this day personally appeared Mary Glenn, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, This the _____ day of _____, 2023

Notary Public, State of Texas

My commission expires _____

SURVEYOR'S CERTIFICATION

That I, Shaun Christopher Axton, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Alvarado, Texas.

Shaun Christopher Axton
Registered Professional Land Surveyor
RPLS 6008

CERTIFICATE OF APPROVAL

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

Mayor _____

City Secretary _____

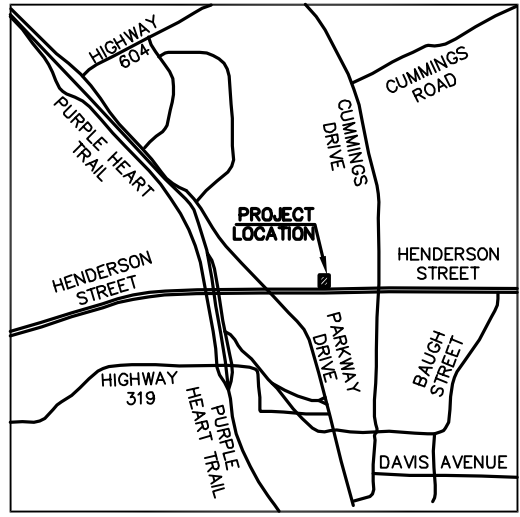
Approved this _____ day of _____, 20_____
by the director of community development of the City of Alvarado, Texas, as authorized by section 4.6 of the Subdivision Ordinance (section 34-38 of the city Code) of the City of Alvarado, Texas.

City Secretary _____

Plat recorded in Volume _____ Page _____ Slide _____

County Clerk, Johnson County, Texas

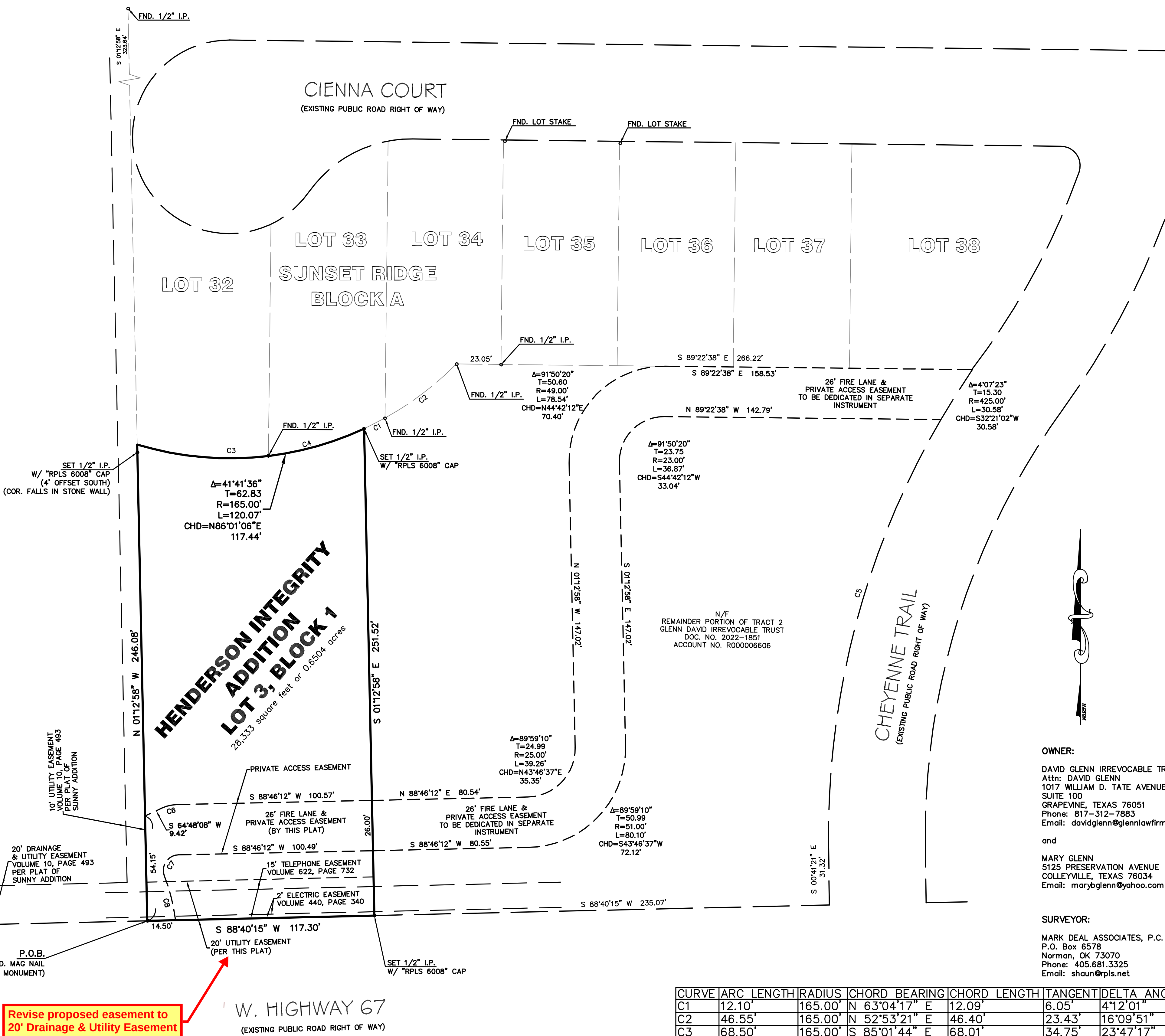
Deputy, Johnson County, Texas



LOCATION MAP
NOT TO SCALE

SUNNY ADDITION
BLOCK 1

LOT 1



OWNER:

DAVID GLENN IRREVOCABLE TRUST
Attn: DAVID GLENN
1017 WILLIAM D. TATE AVENUE
SUITE 100
GRAPEVINE, TEXAS 76051
Phone: 817-312-7883
Email: davidglenn@glennlawfirm.com

and

MARY GLENN
5125 PRESERVATION AVENUE
COLLEYVILLE, TEXAS 76034
Email: marybglen@yahoo.com

SURVEYOR:

MARK DEAL ASSOCIATES, P.C.
P.O. Box 6578
Norman, OK 73070
Phone: 405.681.3325
Email: shaun@rpis.net

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	TANGENT	DELTA ANGLE
C1	12.10'	165.00'	N 63°04'17" E	12.09'	6.05'	4°12'01"
C2	46.55'	165.00'	N 52°53'21" E	46.40'	23.43'	16°09'51"
C3	68.50'	165.00'	S 85°01'44" E	68.01'	34.75'	23°47'17"
C4	51.56'	165.00'	N 74°07'28" E	51.35'	25.99'	17°54'19"
C5	260.37'	425.00'	S 16°51'41" W	256.32'	134.42'	35°06'05"
C6	8.37'	20.00'	S 76°47'10" W	8.31'	4.25'	23°58'04"
C7	15.30'	8.00'	S 33°59'19" W	13.07'	11.33'	109°33'46"
C8	23.69'	89.89'	S 14°05'07" E	23.62'	11.91'	15°05'52"

FINAL PLAT
LOT 3, BLOCK 1
HENDERSON INTEGRITY ADDITION

Being 0.6504 acres situated in the JOHN DIXON SURVEY,
ABSTRACT NO. 214

CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

PLAT PREPARED DECEMBER 22, 2023

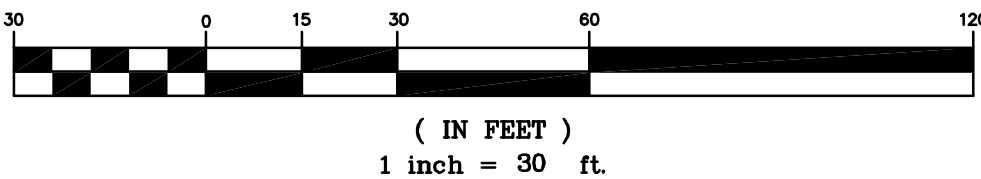
NOTES

- The bearing of South 89°40'15" West as shown on the North right of way line of Highway 67 was used as the basis of bearing for this survey. The bearings shown hereon are based upon Texas State Plane North Central Zone, which was used as the basis of bearing for this survey.
- All set monuments are 1/2" iron pins with washer stamped "RPLS 6008".
- Said described property is located within an area having a Zone Designation "X" (Areas determined to be outside of the 0.2% annual chance floodplain) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 48251C0215J, with a date of identification of December 4, 2012, for Community No. 480397, in Johnson County, State of Texas, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
- Selling a portion of this subdivision by metes and bounds is a violation of City Ordinance and State Law and is subject to fines, withholdings of utilities, and building permits.

LEGEND

FND. - FOUND
I.P. - IRON PIN
P.O.B. - POINT OF BEGINNING

GRAPHIC SCALE



Revise proposed easement to
20' Drainage & Utility Easement

SURVEYOR'S CERTIFICATE
April 22, 2023

This survey is made for the benefit of:

PALM DEVELOPMENT PARTNERS
DAVID MILTON GLENN, AS TRUSTEE OF THE DAVID GLENN IRREVOCABLE TRUST
FIDELITY NATIONAL TITLE AGENCY, INC.
FIDELITY NATIONAL TITLE INSURANCE COMPANY

I, Shaun Christopher Axton, a Registered Professional Land Surveyor, do hereby certify to the aforesaid parties, as of the date set forth above that I or others under my direct supervision, have made a careful survey of a tract of land described as follows:

AS SURVEYED DESCRIPTION:

A tract of land situated in the City of Alvarado, Johnson County, Texas in the John Dixon Survey, Abstract No. 214 and being a portion of Tract 2 as described in deed to David Milton Glenn in Document No. 2022-37047, Official Public Records of Johnson County, Texas (OPRJCT), being more particularly described as follows:

BEGINNING at a found mag nail (controlling monument) on the North right of way line of East Henderson Street at the Southeast corner of Lot 1, Block A, of the FINAL PLAT OF SUNSET RIDGE as recorded in Instrument 2022-254 OPRJCT from which a set 1/2" iron rod with cap stamped "RPLS 6008" bears South 4.0 feet on line, said Southwest corner of Lot 32 being at an intersection with a non-tangent curve to the left;

THENCE North 01°12'58" East, along the East line of said SUNNY ADDITION, a distance of 246.08 feet to the Southwest corner of Lot 32, Block A, of the FINAL PLAT OF SUNSET RIDGE as recorded in Instrument 2022-254 OPRJCT from which a set 1/2" iron rod with cap stamped "RPLS 6008" bears South 4.0 feet on line, said Southwest corner of Lot 32 being at an intersection with a non-tangent curve to the left;

THENCE 120.07 feet along said non-tangent curve and the South line of said Lot 32 and Lot 33 of Block A, having a radius of 185.00 feet (subtended by a chord of North 86°01'06" East, 117.44 feet) to a set 1/2" iron rod with cap stamped "RPLS 6008" at an intersection with a non-tangent line;

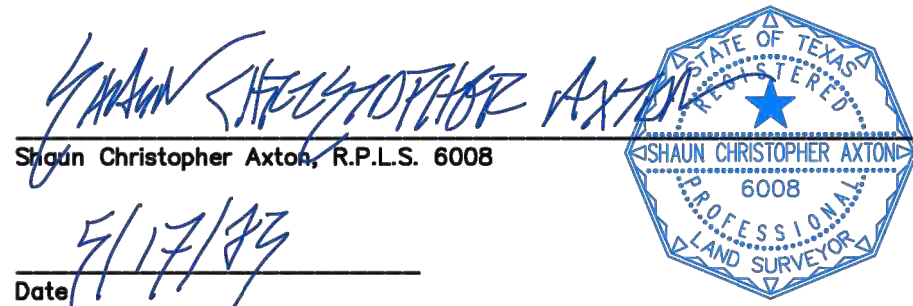
THENCE South 01°12'58" East a distance of 251.52 feet to a set 1/2" iron rod with cap stamped "RPLS 6008" on the North right of way line of East Henderson Street;

THENCE South 88°40'15" West, along the North line of said East Henderson Street, a distance of 117.30 feet to the POINT OF BEGINNING.

Said tract of land contains an area of 28,333 square feet or 0.6504 acres, more or less.

The bearing of South 89°40'15" West as shown on the North right of way line of East Henderson Street was used as the basis of bearing for this survey. The bearings shown hereon are based upon Texas State Plane North Central Zone, which was used as the basis of bearing for this survey.

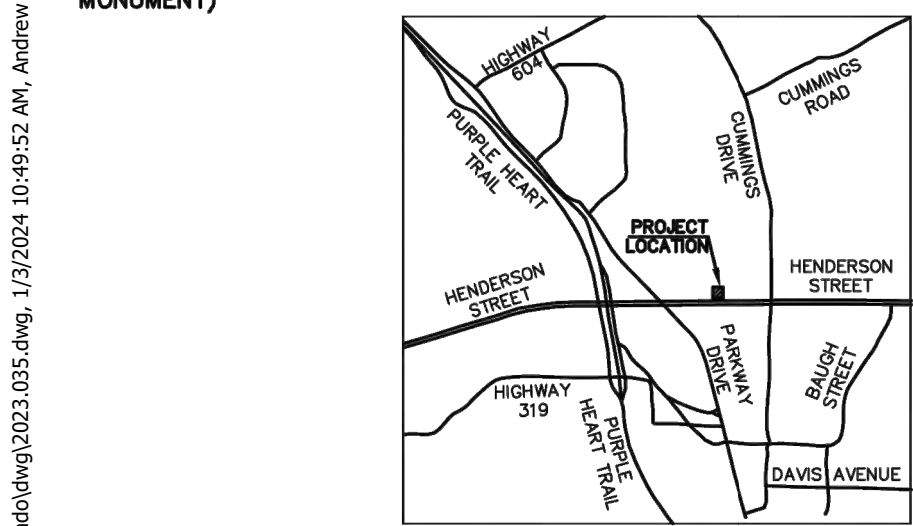
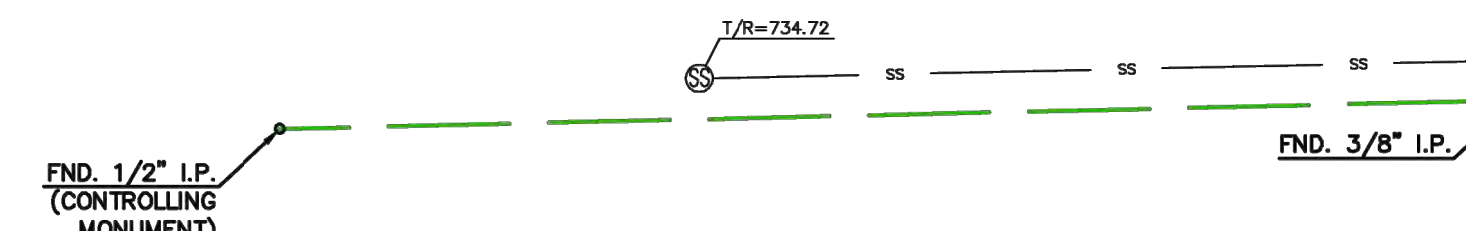
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 11, and 13 of Table A thereof. The fieldwork was completed on April 22, 2023.



Date: 4/17/23

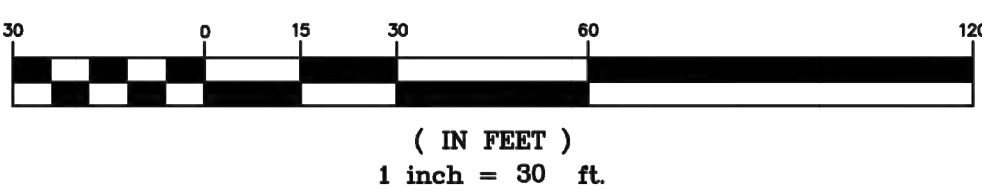
Notes:

- The bearing of South 89°40'15" West as shown on the North right of way line of East Henderson Street was used as the basis of bearing for this survey. The bearings shown hereon are based upon Texas State Plane North Central Zone, which was used as the basis of bearing for this survey.
- This map or plat and the survey on which it is based were made in accordance with the Texas Minimum Standards for the Practice of Land Surveying as adopted by the Texas Board of Professional Engineers and Land Surveyors, and the "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ACSM and NSPS in 2021 and meets the positional tolerance requirements of an Urban Survey, as defined therein, and includes Items 1, 2, 3, 4, 7(a), 8, 9, 11, and 13 in Table A contained therein.
- The accompanying survey was made on the ground and correctly shows the location of all buildings, structures and other improvements situated on the above premises; and that the property described hereon is a portion of the property described in Fidelity National Title Insurance Company Commitment No. 9001182300220 with an effective date of April 23, 2023 provided to us by Fidelity National Title Agency, Inc., and that all easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon or otherwise noted as to their effect on the subject property; that there are no building encroachments on the subject property or upon adjacent land abutting said property unless shown hereon.
- Said described property is located within an area having a Zone Designation "X" (Areas determined to be outside of the 0.2% annual chance floodplain) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 48251C02151, with a date of identification of December 4, 2012, for Community No. 480397, in Johnson County, State of Texas, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
- The Property has direct physical access to Henderson Street (AKA Highway 67), a dedicated public street or highway.
- The number of striped parking spaces located on the property is 0, 0 of which are designated for handicapped use.
- Utility Statement: The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. A utility locate request was made on this site through Call Texas 811 (Ticket No. 2360997567); all utilities that were marked at the time of the fieldwork are shown hereon.



LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE



- BM #1 (NGS SPC OPUS)
PK NAIL IN TOP OF CURB
S.E. COR. OF HOOD INLET, W.
SIDE OF CIENNA CT. CUL-DE-SAC
ELEV=750.69'
- BM #2
CUT "X" IN CONC. HEADWALL
WEST SIDE OF CONCRETE
APPROACH TO PROPERTY
ELEV=740.83'
- BM #3
TOP NUT OF FIRE HYDRANT
APPROX. 21' S. & 260' W. OF
SAN. SEWER MANHOLE ON PROP.
ELEV=739.72'
- BM #4
MAG NAIL
S.W. CORNER OF PROPERTY
IN MIDDLE OF CONCRETE DRIVE
ELEV=741.72'

Items listed in Schedule B Part II of Fidelity National Title Insurance Company Commitment No. 9001182300220 with an effective date of April 23, 2023 provided to us by Fidelity National Title Agency, Inc., corresponding to the following exception numbers:

- 10f. EASEMENT and rights incidental thereto, as granted in a document:
Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: April 1, 1937
Recording No: In Volume 303, Page 600, Real Property Records, Johnson County, Texas, does not affect subject property.
- 10g. EASEMENT and rights incidental thereto, as granted in a document:
Granted to: Texas Power & Light Company
Purpose: As provided in said document
Recording Date: October 24, 1945
Recording No: In Volume 345, Page 359, Real Property Records, Johnson County, Texas, does not affect subject property.
- 10h. EASEMENT and rights incidental thereto, as granted in a document:
Granted to: Johnson County Rural Water Supply Corp
Purpose: As provided in said document
Recording Date: March 24, 1961
Recording No: In Volume 440, Page 340, Real Property Records, Johnson County, Texas, affects subject property and is shown hereon.
- 10i. EASEMENT and rights incidental thereto, as granted in a document:
Granted to: Southwestern Bell Telephone Company
Purpose: As provided in said document
Recording Date: November 6, 1973
Recording No: In Volume 622, Page 732, Real Property Records, Johnson County, Texas, affects subject property and is shown hereon.
- 10j. RIGHT OF WAY EASEMENT and rights incidental thereto, as granted in a document:
Granted to: Johnson County Rural Water Supply Corp
Purpose: As provided in said document
Recording Date: April 25, 1979
Recording No: In Volume 794, Page 473, Real Property Records, Johnson County, Texas, does not affect subject property.
- 10k. EASEMENT and rights incidental thereto, as granted in a document:
Granted to: City of Alvarado
Purpose: As provided in said document
Recording Date: June 13, 1985
Recording No: In Volume 1115, Page 911, Real Property Records, Johnson County, Texas, does not affect subject property.
- 10a. EASEMENT and rights incidental thereto, as granted in a document:
Granted to: City of Alvarado
Purpose: As provided in said document
Recording Date: March 29, 2022
Recording No: under Clerk's File No. 2022-10936, Real Property Records, Johnson County, Texas, does not affect subject property.

SUNNY ADDITION
BLOCK 1

LOT 1

N/F
EXPRESS SAND & GRAVEL LLC
ACCOUNT NO. R000089477

NO BUILDINGS
ON SUBJECT PROPERTY
(28,333 SQ. FT./0.6504 ACRES)

PORTION OF TRACT 2
GLENN DAVID IRREVOCABLE TRUST
DOC. NO. 2022-1851
ACCOUNT NO. R000006606

N/F
REMAINDER PORTION OF TRACT 2
GLENN DAVID IRREVOCABLE TRUST
DOC. NO. 2022-1851
ACCOUNT NO. R000006606

E. HENDERSON STREET (AKA HIGHWAY 67)

E. HENDERSON STREET (AKA HIGHWAY 67)

CURVE	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	TANGENT
C1	12.10'	165.00'	N 63°04'17" E	12.09'	6.05'
C2	46.55'	165.00'	N 52°53'21" E	46.40'	23.43'
C3	68.50'	165.00'	S 85°01'44" E	68.01'	34.75'
C4	51.56'	165.00'	N 74°07'28" E	51.35'	25.99'

LEGEND

- A/C - AIR CONDITIONING UNIT
- CO - CLEAN OUT
- EM - ELECTRIC MANHOLE
- ER - ELECTRIC RISER
- FD - FIRE DEPT. CONNECTION
- FR - FIRE HYDRANT
- FF - FUEL FILLER PORT
- GM - GAS METER
- GP - GUARD POST
- GV - GAS VALVE
- GW - GUY WIRE
- LB - LIGHT POLE
- MB - MAIL BOX
- MR - MARKER
- RD - ROOF DRAIN
- RL - GROUND LIGHT
- SC - SIGNAL CONTROL BOX
- SS - ELECTRIC LINE
- SS - SANITARY SEWER LINE
- W - WATER LINE
- X - FENCE
- OH - OVERHEAD LINE
- ST - STORM SEWER LINE
- FO - FIBER OPTIC LINE
- GS - GAS LINE
- TG - TELEPHONE UNDERGROUND
- TR - TRAFFIC SIGNAL LIGHT
- VENT - VENT
- WM - WATER METER
- WV - WATER VAULT
- WV - WATER VALVE
- FD - FRENCH DRAIN
- BL - BOLLARD LIGHT
- FB - FULL BOX
- PP - POWER POLE
- UGS - POWER POLE W/ UNDERGROUND SERVICE
- SH - SPRINKLER HEAD
- SV - SPRINKLER VALVE
- SM - SANITARY SEWER MANHOLE
- SS - STORM SEWER MANHOLE
- SG - SIGN
- TM - TELEPHONE MANHOLE
- TR - TELEPHONE RISER
- TL - TELEPHONE UNDERGROUND
- TS - TRAFFIC SIGNAL LIGHT
- VENT - VENT
- WM - WATER METER
- WV - WATER VAULT
- WV - WATER VALVE
- FD - FRENCH DRAIN
- BL - BOLLARD LIGHT

Xpress - Alvarado, TX
ALTA/NSPS Land Title Survey

P.O. Box 6578 - Norman, OK 73070
405.681.3325 Phone & Fax - shaun@pls.net
Texas Registration Number 10130200 - Expires 12/31/23
All rights reserved under copyright.

Project No: 3450
Drawn By: MWH
DWG File: 3450.dwg

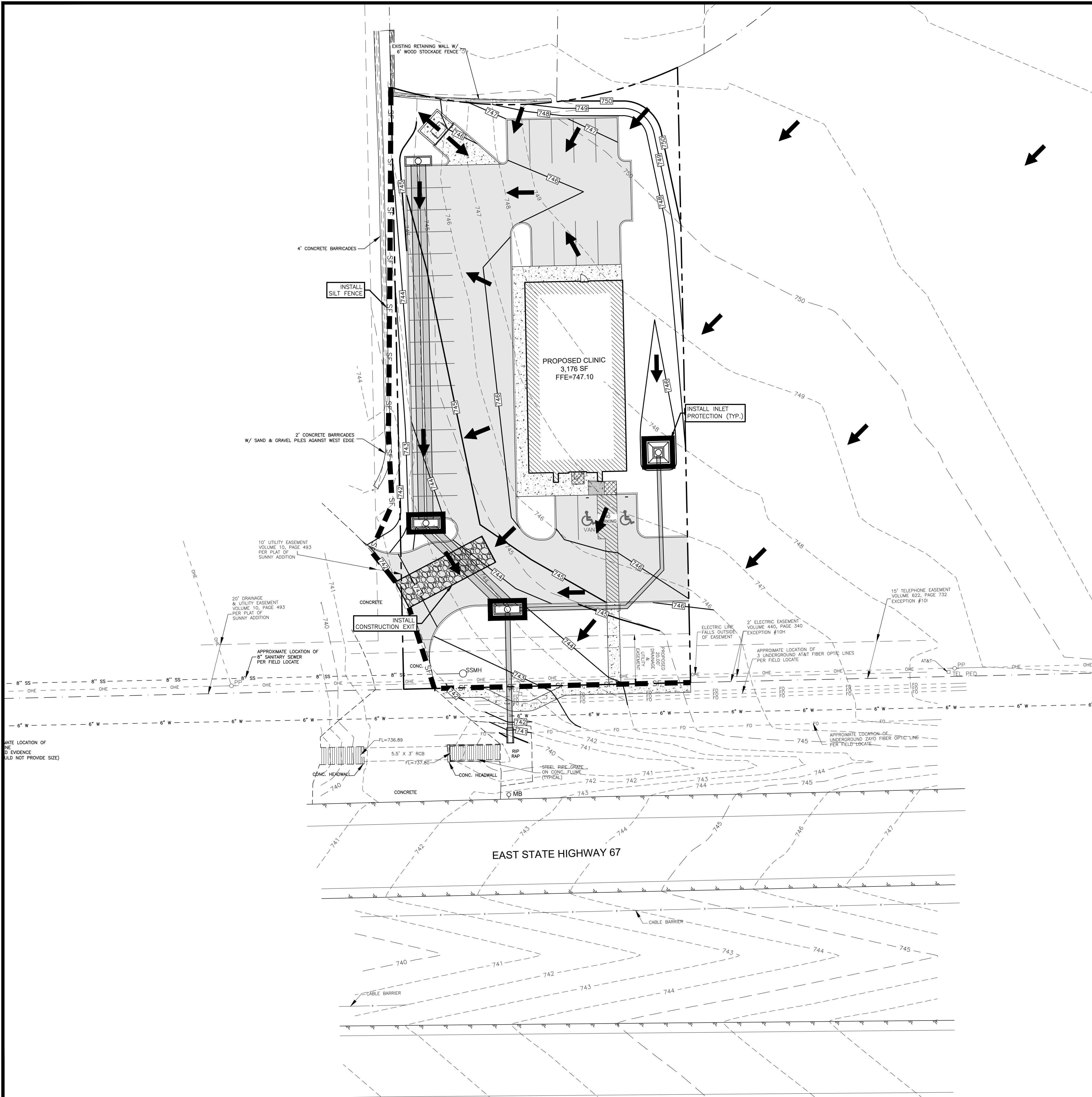
Date: 4/22/23
Party Chief: JDR
FB/Data File: 3450jdrpointsC.txt

Scale: 1"=30'

Revisions:

Mark Deal and Associates
PROFESSIONAL CORPORATION

F:\Projects\2023\035 Xpress Wellness - Alvarado.dwg, 1/2/2024 10:51:01 AM, Andrew



NOTE:

1. DUE TO CONTRACTOR SEQUENCING OPERATIONS, THE LOCATION OF EROSION CONTROL MEASURES AS SHOWN ON THIS SHEET ARE TO BE USED AS A GUIDELINE ONLY. IT SHALL BE UNDERSTOOD THAT THIS SHEET IS PART OF A LARGER PROCESS OF PREVENTING SEDIMENTATION FROM LEAVING THE SITE. THIS PROCESS IS TO BE DYNAMIC IN NATURE AND THEREFORE THE CONTRACTOR SHALL LOCATE SILT FENCE, ROCK BERMS, CONSTRUCTION EXITS, SEDIMENT PONDS, ETC. AS NEEDED TO FACILITATE THE CURRENT OPERATIONS OF CONSTRUCTION OF THE PROJECT. RELOCATION OF EROSION CONTROL MEASURES SHALL BE NOTED ON THIS SHEET AND SIGNED AND DATED BY THE CONTRACTOR IN ACCORDANCE WITH TPDES GENERAL PERMIT NO. TXR150000.
2. REGARDLESS OF WHAT THIS SWPPP SITE PLAN SHOWS, THE OPERATOR IS RESPONSIBLE FOR FULLY COMPLYING WITH THE TPDES GENERAL PERMIT NO. TXR150000 TO THE FULLEST EXTENT. IF CONTRACTOR HAS ANY QUESTIONS, HE SHALL CONTACT TCEQ OR ENGINEER TO OBTAIN PERMIT CLARIFICATION. ANY AND ALL ADDITIONAL EROSION CONTROL MEASURES REQUIRED TO ENSURE COMPLIANCE WITH TPDES GENERAL PERMIT NO. TXR150000 SHALL BE IMPLEMENTED BY THE CONTRACTOR.
3. THE CONTRACTOR SHALL ADHERE TO THE SCHEDULE OF INSPECTIONS AS PROVIDED IN PART III, SECTION F OF THE TPDES GENERAL PERMIT NO. TXR150000.

EROSION CONTROL NOTES:

1. ALL WASH WATER SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT BETWEEN WASH WATER POLLUTANTS AND STORM RUNOFF DISCHARGED FROM THIS SITE.
2. OIL AND GREASE ABSORBING MATERIALS SHALL BE READILY AVAILABLE ON-SITE AND SHALL BE PROMPTLY USED TO CONTAIN AND/OR CLEAN UP ALL FUEL OR CHEMICAL SPILLS OR LEAKS.
3. DUST CONTROL SHALL BE ACCOMPLISHED BY WATERING DRY, EXPOSED AREAS ON A REGULAR BASIS. SPRAYING OF PETROLEUM BASED OR TOXIC LIQUIDS FOR THIS IS PROHIBITED.
4. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE CEASED FOR AT LEAST FOURTEEN DAYS SHALL BE TEMPORARILY SEEDED AND WATERED.
5. DISTURBED AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED SHALL BE PERMANENTLY SEEDED WITHIN SEVEN DAYS PER LANDSCAPING AND/OR OWNER'S REQUIREMENTS.
6. ALL VEHICLES SHALL BE CLEANED AT THE CONSTRUCTION EXIT POINTS ACCORDING TO NOTES SHOWN ON THE DETAIL THEREOF.
7. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED ONTO ADJACENT ROADWAYS BY VEHICLES EXITING THE SITE SHALL BE CLEANED OR REMOVED IMMEDIATELY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROMPT REMOVAL OF ALL ACCUMULATED SILT IN THE STORM SEWER SYSTEM AND ALONG SILT FENCES.
9. SILT FENCES SHALL BE PLACED AROUND ANY STOCKPILES USED ON THIS SITE.
10. ANY ADDITIONAL EROSION CONTROL MEASURES REQUIRED TO ENSURE COMPLIANCE WITH TCEQ STORMWATER POLLUTION REGULATIONS SHALL BE IMPLEMENTED BY THE CONTRACTOR, AT NO ADDITIONAL EXPENSE TO THE OWNER.
11. ALL TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE WITHIN THIRTY DAYS AFTER STABILIZATION OF ALL SURFACES.
12. THE CONTRACTOR SHALL ASSUME LIABILITY FOR DAMAGE TO ADJACENT PROPERTIES AND/OR PUBLIC RIGHT-OF-WAY RESULTING FROM FAILURE TO FULLY IMPLEMENT AND EXECUTE ALL EROSION CONTROL PROCEDURES AS REQUIRED BY THE TCEQ TPDES PERMIT.
13. WHENEVER DIRT, ROCK, OR OTHER MATERIALS ARE EXPORTED FOR USE OFF OF THE PRIMARY CONSTRUCTION SITE, THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THAT TCEQ STORM WATER PERMITTING REQUIREMENTS ARE MET. PRIOR TO ANY EXPORT OF MATERIALS, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH A WRITTEN AGREEMENT WITH ANY LANDOWNER WHO WILL RECEIVE THE EXPORTED MATERIALS, STATING THAT THE SITE WILL BE PROPERLY PERMITTED WHEN REQUIRED AND DESCRIBE THE EROSION CONTROL MEASURES WHICH WILL BE USED. AT A MINIMUM, EROSION CONTROL MEASURES MUST CONSIST OF PERIMETER CONTROLS (HAY BALES OR SILT FENCES) ON ALL DOWNSLOPES AND SIDESLOPE BOUNDARIES OF ANY DISTURBED AREA, PLUS PROVISIONS FOR REVEGETATION AFTER THE FILL MATERIALS ARE IN PLACE.
14. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EROSION CONTROL MEASURES UNTIL SITE HAS BEEN STABILIZED.
15. DOUBLE SILT FENCE ROWS TO BE MIN. 6' APART.
16. EROSION CONTROL PLANS ARE LIVING DOCUMENTS. FIELD CHANGES MUST OCCUR AS CONSTRUCTION CONDITIONS CHANGE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH ALL EROSION PROTECTION REQUIREMENTS.



*** STOP! CALL BEFORE YOU DIG! ***
AS REQUIRED BY THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, TEXAS811 MUST BE CONTACTED AT LEAST 2 WORKING DAYS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM. THE CONTRACTOR SHALL ALSO CALL 811 AND ALL OTHER LOCATE COMPANIES PRIOR TO EXCAVATION ACTIVITIES.

LEGEND

TEL PED	EXISTING TELEPHONE PEDESTAL
C.O.O	EXISTING CLEANOUT
WV	EXISTING WATER VALVE
WM	EXISTING WATER METER
MH	EXISTING SAN. SEWER MANHOLE
PP-O	EXISTING POWER POLE
FH	EXISTING FIRE HYDRANT
OHE	EXISTING OVERHEAD ELECTRIC LINE
EX. WTR	EXISTING WATER LINE
EX. SS	EXISTING SAN. SEWER LINE
PROPERTY LINE	PROPERTY LINE
-534-	EXISTING 1' CONTOUR
-535-	EXISTING 5' CONTOUR
-534-	PROPOSED 1' CONTOUR
-535-	PROPOSED 5' CONTOUR
DR	PROPOSED DRAINAGE PATTERN
SF	PROPOSED SILT FENCE

NOTICE TO CONTRACTORS

1. These plans are subject to review and approval by all jurisdictions having authority.
 2. Contractor shall appropriately notify all relevant entities prior to digging on this project.
 3. The contractor shall notify the engineer, in writing, of any errors or discrepancies discovered in the construction documents immediately.
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 5. The contractor shall be responsible for confirming the horizontal and vertical location of buried utilities and structures, including, but not limited to the following:

Telephone cable	Conduits	Pipes
Stormwater lines	Water lines	Gas lines
Sanitary Sewer lines	Sanitary Sewer lines	Oil Production lines
Television cables		
Saltwater lines		
- Note: If discrepancies occur between that which is shown on the plans and conditions present in the field, the contractor shall notify the engineer, in writing immediately. Failure to do so shall absolve owner and engineer of liability and associated costs.

SUBMITTAL / REVISIONS	DATE	BY
INITIAL SUBMITTAL	6-16-23	CCB
REVISED OVERLAP	6-19-23	AES
INITIAL CITY SUBMITTAL	8-9-23	AES
CITY COMMENTS	9-15-23	CCB
CITY COMMENTS	11-20-23	CCB
DRAIN. REV./ CITY COMMENTS	1-3-2024	AES

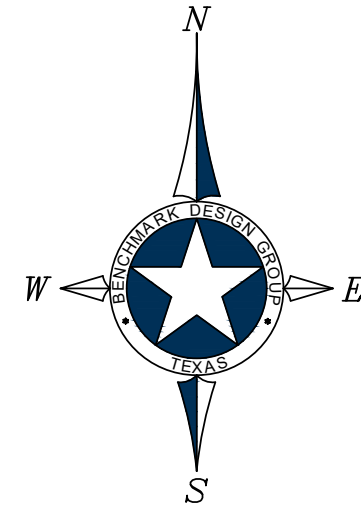
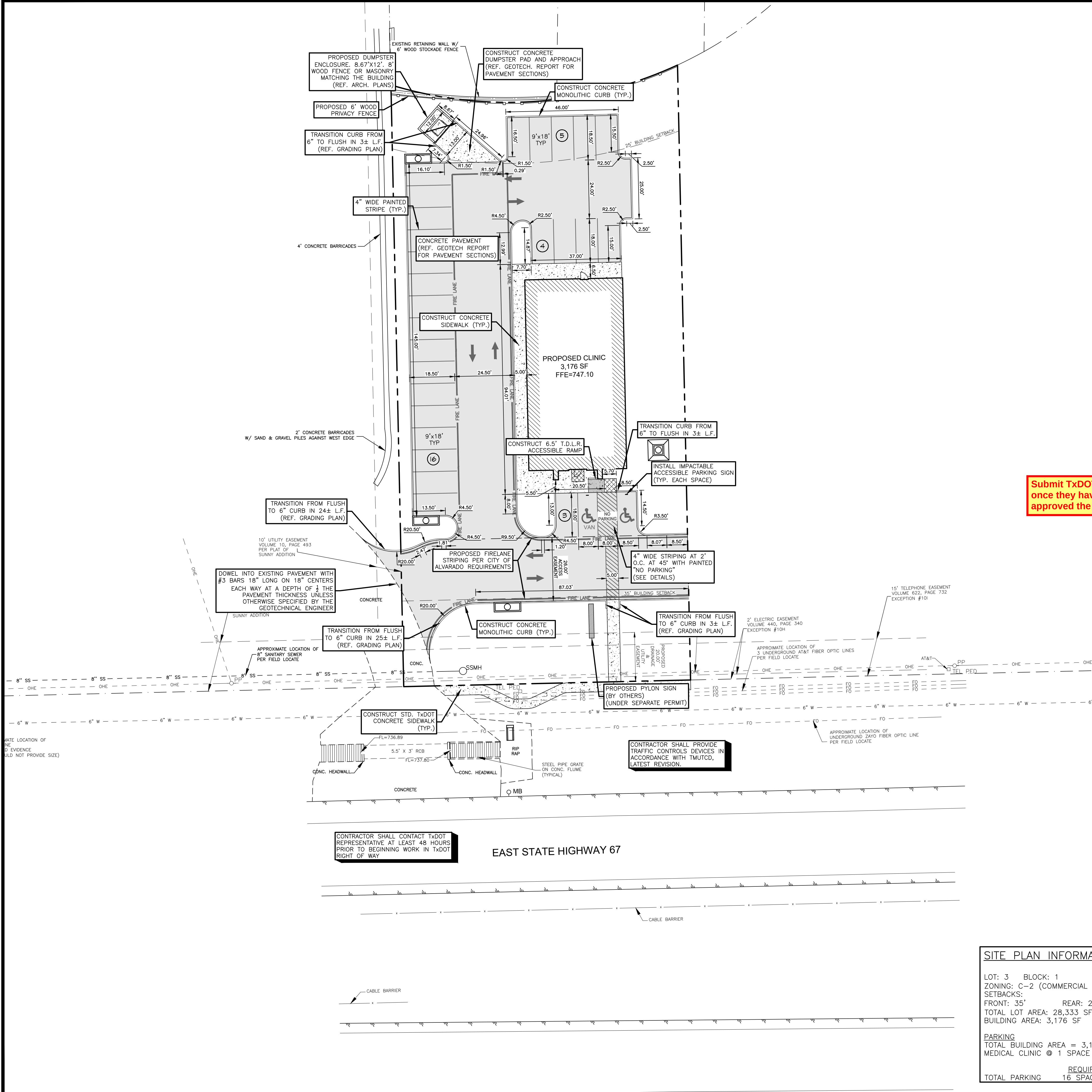
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INTEGRITY URGENT CARE
ALVARADO, TX
EROSION CONTROL PLAN

DRAWN BY:	CCB
CHECKED BY:	JGM
DATE:	MAY, 2023
JOB NO:	2023.035
SHEET NO.	C-3

F:\Projects\2023\035 Xpress Wellness - Alvarado.dwg, 1/3/2024 2:15:07 PM, Andrew



SITE NOTES:

- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF SLOPED PAVING, EXIT PORCHES, PRECISE BUILDING DIMENSIONS, EXACT BUILDING ENTRANCE LOCATIONS, TOTAL NUMBER, LOCATIONS, SIZES AND OUTFALLS OF ROOF DOWNSPOUTS.
- ALL SIGNS PLACED IN AREAS ACCESSIBLE BY VEHICLE TRAFFIC SHALL BE PLACED IN GUARD POST.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED AS SHOWN IN THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- ALL CURB RADII SHOWN ARE TO BACK OF CURB.
- ALL PAVING DIMENSIONS ARE TO BACK OF CURB, WHERE APPLICABLE, OR TO THE EDGE OF PAVEMENT WHEN NO CURB IS PROPOSED, UNLESS OTHERWISE NOTED.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION & REPLACEMENT OF ALL PROPERTY CORNERS.
- CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
- CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER IN GRADE, SIZE, TYPE AND ALIGNMENT AT ADJACENT ROADWAYS.
- THE EARTHWORK FOR ALL BUILDING SLABS SHALL BE IN ACCORDANCE WITH ARCHITECTURAL BUILDING PLANS AND SPECIFICATIONS.
- CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
- ALL PAVEMENT MARKING PAINT SHALL BE SHERWIN WILLIAMS "PROMAR TRAFFIC MARKING", WHITE ON ASPHALT, YELLOW ON CONCRETE. PAINT SHALL BE APPLIED IN TWO COATS TO A CLEAN, DRY SURFACE USING TEMPLATE OR STRIPING MACHINE. STRIPES SHALL BE 4" WIDE UNLESS OTHERWISE INDICATED.
- CONTRACTOR SHALL COORDINATE AND COMPLY WITH ALL UTILITY COMPANIES INVOLVED IN PROJECT AND PAY ALL REQUIRED FEES AND COSTS.
- FOR SITE UTILITIES, SEE UTILITY PLAN.
- ALL WORK ON THIS PLAN SHALL BE DONE IN STRICT ACCORDANCE WITH THE CITY.

LEGEND

TEL PED	EXISTING TELEPHONE PEDESTAL
C.O.O	EXISTING CLEANOUT
WV	EXISTING WATER VALVE
WM	EXISTING WATER METER
MH	EXISTING SAN. SEWER MANHOLE
PP	EXISTING POWER POLE
FH	EXISTING FIRE HYDRANT
---	EXISTING OVERHEAD ELECTRIC LINE
---	EXISTING WATER LINE
---	EXISTING SAN. SEWER LINE
---	PROPERTY LINE
---	PROPOSED "LEVEL" LANDING (SLOPE OF LANDING SHALL NOT EXCEED 2% IN ANY DIRECTION)



*** STOP! CALL BEFORE YOU DIG! ***
AS REQUIRED BY THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT TEXAS811 MUST BE CONTACTED AT LEAST 2 WORKING DAYS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM.
THE CONTRACTOR SHALL ALSO CALL 811, AND ALL OTHER LOCATE COMPANIES PRIOR TO EXCAVATION ACTIVITIES.

NOTICE TO CONTRACTORS

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Telephone cable	Conduits	Pipes
Stormwater lines	Water lines	Gas lines
Television cables	Sanitary Sewer lines	Oil Production lines
Saltwater lines		

Note: If discrepancies occur between that which is shown on the plans and conditions present in the field, the contractor shall notify the engineer, in writing immediately. Failure to do so shall absolve owner and engineer of liability and associated costs.

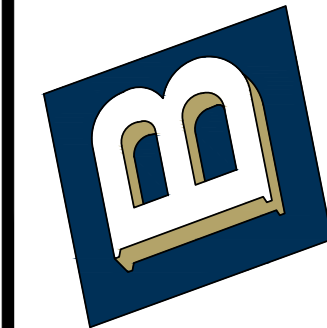
SITE PLAN INFORMATION

LOT: 3 BLOCK: 1
ZONING: C-2 (COMMERCIAL DISTRICT 2)
SETBACKS:
FRONT: 35' REAR: 25' SIDE: NONE
TOTAL LOT AREA: 28,333 SF (0.6504 AC.)
BUILDING AREA: 3,176 SF

PARKING	REQUIRED	PROVIDED
TOTAL BUILDING AREA = 3,176 SF		
MEDICAL CLINIC @ 1 SPACE PER 200 SF OF 3,176 SF = 16 SPACES		
TOTAL PARKING	16 SPACES	28 SPACES

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CITY COMMENTS	11-20-23	CCB
DRAWN REV / CITY COMMENTS	1-3-2024	AES

BENCHMARK
DESIGN GROUP
CIVIL / ENVIRONMENTAL / PLANNERS



INTEGRITY URGENT CARE
ALVARADO, TX

SITE PLAN

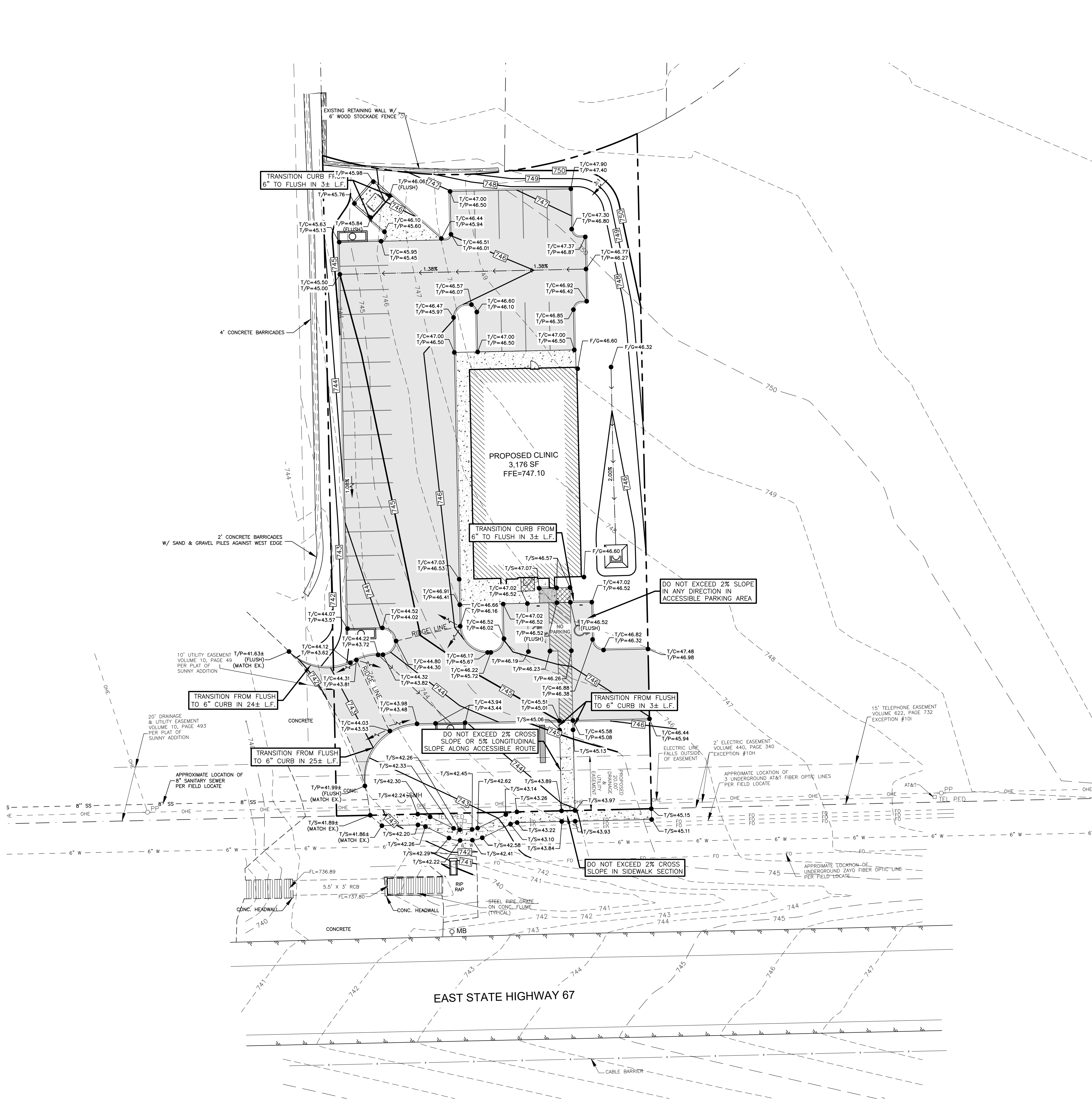
DRAWN BY: CCB

CHECKED BY: JGM

DATE: MAY, 2023

JOB NO: 2023.035

SHEET NO.
C-4



GRADING NOTES:

- THE EARTHWORK FOR ALL BUILDING FOUNDATIONS AND SLABS SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT.
- ADJUST PAVEMENT AND/OR CURB ELEVATIONS AS NECESSARY TO ASSURE A SMOOTH FIT & CONTINUOUS GRADE WITH EXISTING.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES AND NOTIFYING THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING STORM SEWER STRUCTURES, PIPES, AND ALL UTILITIES PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING IMPROVEMENTS DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURBS, ETC. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
- EXISTING GRADE CONTOURS INTERVAL SHOWN AT ONE FOOT (1').
- PROPOSED GRADE CONTOURS INTERVAL SHOWN AT ONE FOOT (1').
- ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE FOUR (4) INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES STEEPER THAN 3H:1V. ALL LANDSCAPING TO BE PER LANDSCAPE PLANS AND SPECIFICATIONS AND/OR AS DIRECTED BY OWNER.
- FOR LOCATION OF ALL UTILITY ENTRANCES, SEE M.E.P. PLANS AND SPECIFICATIONS.
- CONTRACTOR SHALL COORDINATE WITH ARCHITECTURAL PLANS, POWER COMPANY, TELEPHONE COMPANY AND GAS CO. FOR ACTUAL ROUTING OF POWER AND SERVICES TO BUILDING.
- CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND BE CONSTRUCTED TO SAME.
- ALL SPOT GRADES AND CONTOURS ARE TO FINISHED GRADE UNLESS OTHERWISE NOTED. FINISHED GRADE IS TO INCLUDE 4" TOPSOIL IN LANDSCAPED AREAS.
- CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURE. CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION. THIS IS TO INCLUDE, BUT NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.

LEGEND

TEL PED	EXISTING TELEPHONE PEDESTAL
C.O.C	EXISTING CLEANOUT
WV	EXISTING WATER VALVE
WM	EXISTING WATER METER
MH	EXISTING SAN. SEWER MANHOLE
PP	EXISTING POWER POLE
FH	EXISTING FIRE HYDRANT
---	EXISTING OVERHEAD ELECTRIC LINE
---	EXISTING WATER LINE
---	EXISTING SAN. SEWER LINE
---	PROPERTY LINE
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR
---	PROPOSED 1' CONTOUR
---	PROPOSED 5' CONTOUR
---	PROPOSED SPOT GRADE
T/C	TOP OF CURB
T/P	TOP OF PAVEMENT
T/S	TOP OF SIDEWALK
F/G	FINISHED GRADE
---	PROPOSED "LEVEL" LANDING (SLOPE OF LANDING SHALL NOT EXCEED 2% IN ANY DIRECTION)



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NOTICE TO CONTRACTORS

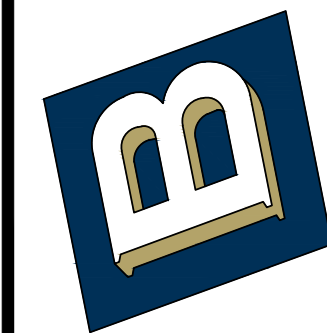
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Saltwater lines		

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INTEGRITY URGENT CARE
ALVARADO, TX

GRADING PLAN



DRAWN BY: CCB

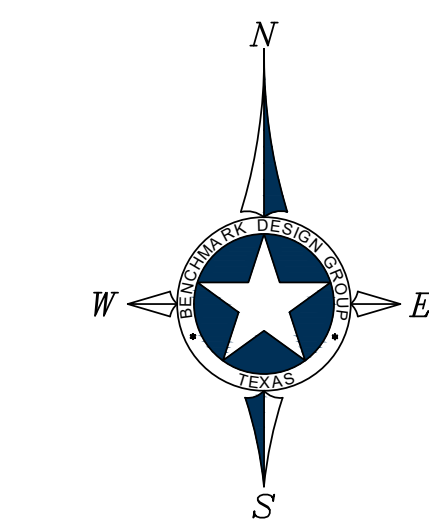
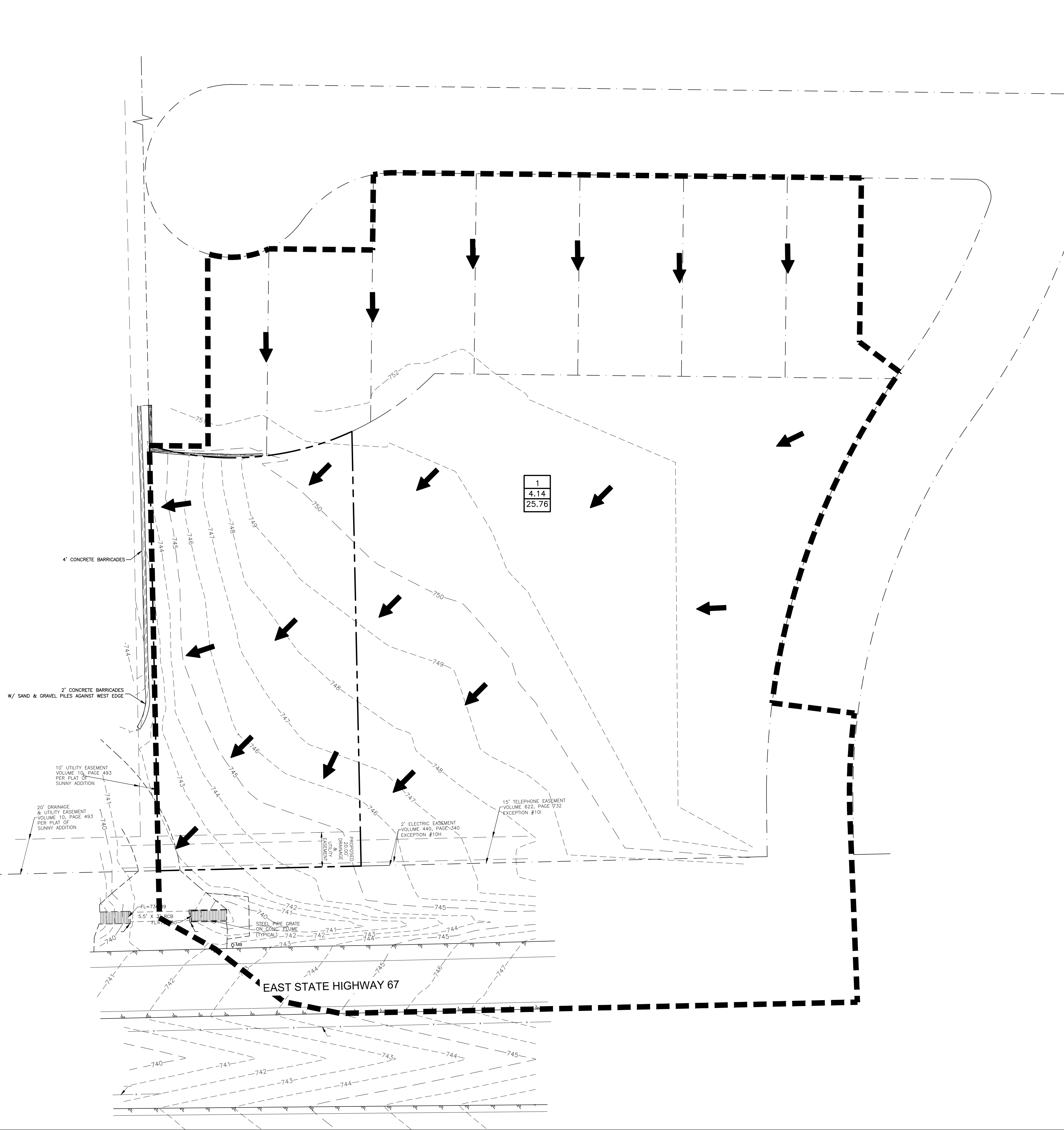
CHECKED BY: JGM

DATE: MAY, 2023

JOB NO: 2023.035

SHEET NO.
C-5

F:\Projects\2023\035 Xpress Wellness - Alvarado.dwg, 1/3/2024 10:53:37 AM, Andrew



DRAINAGE FOR THIS DEVELOPMENT HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY, FUNCTION OR INTEGRITY OF TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DRAINAGE FACILITIES.

LEGEND

TEL PED	□	EXISTING TELEPHONE PEDESTAL
C.O.O.	○	EXISTING CLEANOUT
WV	⊗	EXISTING WATER VALVE
WM	⊕	EXISTING WATER METER
MH	○	EXISTING SAN. SEWER MANHOLE
PP	○	EXISTING POWER POLE
FH	○	EXISTING FIRE HYDRANT
---	---	EXISTING OVERHEAD ELECTRIC LINE
---	---	EXISTING WATER LINE
---	---	EXISTING SAN. SEWER LINE
---	---	PROPERTY LINE
---	---	EXISTING 1' CONTOUR
---	---	EXISTING 5' CONTOUR
---	---	EXISTING DRAINAGE PATTERN
---	---	EXISTING DRAINAGE DELINEATION

X	= DRAINAGE AREA NUMBER
X.XX	= DRAINAGE AREA (AC.)
X.XX	= 100-YR RUNOFF (CFS)



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INTEGRITY URGENT CARE
ALVARADO, TX

EXISTING DRAINAGE
AREA MAP



DRAWN BY: CCB

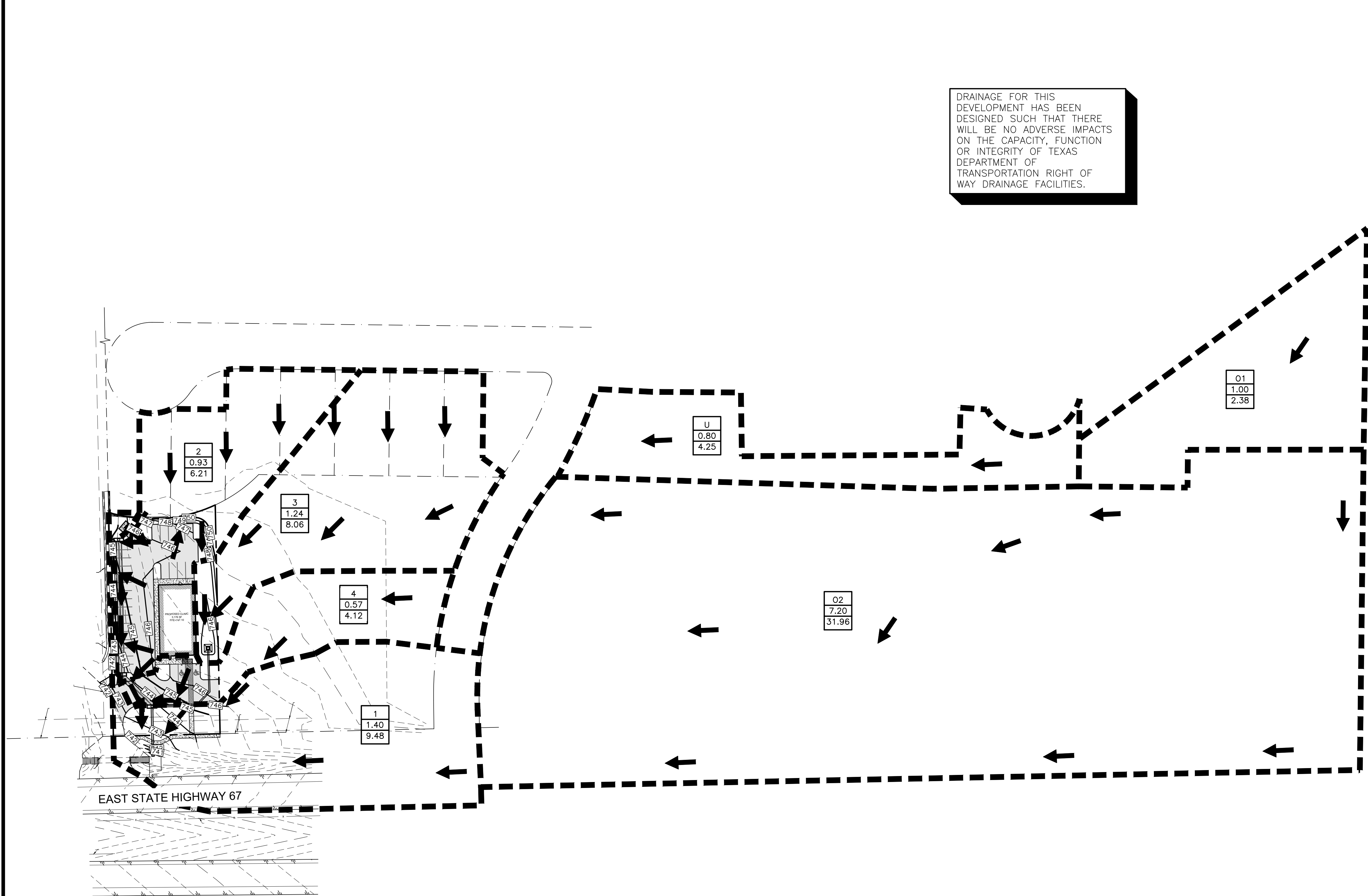
CHECKED BY: JGM

DATE: MAY, 2023

JOB NO: 2023.035

SHEET NO.
C-6A

F:\Projects\2023\035 Xpress Wellness - Alvarado.dwg, 1/3/2024 10:54:48 AM, Andrew



HYDRAULIC CAPACITIES FOR STORMSEWER PIPES WERE CALCULATED USING A MANNING'S "n" VALUE OF 0.013

A PARTIAL LIST OF ACCEPTABLE STORMSEWER PIPES CAPABLE OF PROVIDING THE REQUIRED HYDRAULIC EFFICIENCY FOR THIS APPLICATION ARE AS FOLLOWS:

A.) CONTECH "A-2000" PVC STORMSEWER PIPE
B.) ADS HP STORM - DUAL WALL - PP
C.) HANSON CONCRETE REINFORCED CONCRETE PIPE

* CONTRACTOR SHALL FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR PROPER PIPE INSTALLATION AND EMBEDMENT

ALL PIPES MAY BE ONE OF THE ABOVE STATED CHOICES, UNLESS OTHERWISE SPECIFICALLY NOTED ON PLANS. CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO SUBSTITUTING OR ORDERING ALTERNATE PIPE AND FITTINGS

LEGEND	
TEL PED □	EXISTING TELEPHONE PEDESTAL
C.O. ○	EXISTING CLEANOUT
WV ⊗	EXISTING WATER VALVE
WM ⊞	EXISTING WATER METER
WH ○	EXISTING SAN. SEWER MANHOLE
PP ○	EXISTING POWER POLE
FH ○	EXISTING FIRE HYDRANT
---	EXISTING OVERHEAD ELECTRIC LINE
--- EX. WTR ---	EXISTING WATER LINE
--- EX. SS ---	EXISTING SAN. SEWER LINE
---	PROPERTY LINE
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR
---	PROPOSED 1' CONTOUR
---	PROPOSED 5' CONTOUR
---	PROPOSED DRAINAGE PATTERN
---	PROPOSED DRAINAGE DELINEATION
X	= DRAINAGE AREA NUMBER
X.XX	= DRAINAGE AREA (AC.)
X.XX	= 100-YR RUNOFF (CFS)



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	Pipes Gas lines Oil Production lines
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CIVIL / ENVIRONMENTAL / PLANNERS



INTEGRITY URGENT CARE
ALVARADO, TX

PROPOSED DRAINAGE
AREA MAP

BENCHMARK DESIGN GROUP CIVIL / ENVIRONMENTAL / PLANNERS	
DRAWN BY:	CCB
CHECKED BY:	JGM
DATE:	MAY, 2023
JOB NO:	2023.035
SHEET NO.	C-6B

DRAINAGE AREA SUMMARIES FOR TxDOT CULVERT ANALYSIS

EXISTING DRAINAGE AREA CALCULATIONS

Drainage Area No.	Acres Drained				Total Area (ac.)	Weighted Runoff Coefficient	Time of Concentration (min)	I(10) (in/hr)	I(25) (in/hr)	I(100) (in/hr)	Q(10) (cfs)	Q(25) (cfs)	Q(100) (cfs)
	Pavement C = 0.90	Residential C = 0.67	Open C = 0.30	Commercial C = 0.78									
1		1.02	0.65	2.47	4.14	0.68	10	6.43	7.50	9.14	18.10	21.10	25.76
Sunset Ridge Plans DA O1			1.00		1.00	0.30	15	5.49	6.42	7.93	1.65	1.93	2.38
Sunset Ridge Plans DA O2					7.20	0.56	15	5.49	6.42	7.93	22.12	25.88	31.96
Sunset Ridge Plans DA U		0.80			0.80	0.67	15	5.49	6.42	7.93	2.84	3.44	4.25
Total Thru Culvert													64.35

Johnson County
Rainfall Intensity-Duration-Frequency Coefficients

Frequency	a	b	d
2-yr	0.810	50.7	9.0
5-yr	0.812	70.1	12.0
10-yr	0.805	80.3	13.0
25-yr	0.789	89.1	13.0
50-yr	0.787	101.3	14.0
100-yr	0.783	113.8	15.0

$$I = \frac{b}{(Tc + d)^a}$$

TXDOT CULVERT DRAINAGE AREA CALCULATIONS

Drainage Area No.	Acres Drained				Total Area (ac.)	Weighted Runoff Coefficient	Time of Concentration (min)	I(10) (in/hr)	I(25) (in/hr)	I(100) (in/hr)	Q(10) (cfs)	Q(25) (cfs)	Q(100) (cfs)
	Pavement C = 0.90	Residential C = 0.67	Open C = 0.30	Commercial C = 0.78									
1	0.02				1.40	0.74	10	6.43	7.50	9.14	6.66	7.77	9.48
DA 2-4 (Pond Discharge)	0.41	1.02	0.12	1.19	2.74	0.74	10	6.43	7.50	9.14	11.15	13.61	15.84
Sunset Ridge Plans DA O1			1.00		1.00	0.30	15	5.49	6.42	7.93	1.65	1.93	2.38
Sunset Ridge Plans DA O2					7.20	0.56	15	5.49	6.42	7.93	22.12	25.88	31.96
Sunset Ridge Plans DA U		0.80			0.80	0.67	15	5.49	6.42	7.93	2.84	3.44	4.25
Total Thru Culvert													63.91

Johnson County
Rainfall Intensity-Duration-Frequency Coefficient

Frequency	a	b	d
2-yr	0.810	50.7	9.0
5-yr	0.812	70.1	12.0
10-yr	0.805	80.3	13.0
25-yr	0.789	89.1	13.0
50-yr	0.787	101.3	14.0
100-yr	0.783	113.8	15.0

$$I = \frac{b}{(Tc + d)^a}$$

UNDERGROUND STORAGE
DISCHARGE RATES

UNDERGROUND STORAGE SUMMARY

EXISTING ACCESS DRIVE
BOX CULVERT ANALYSIS

Culvert 1

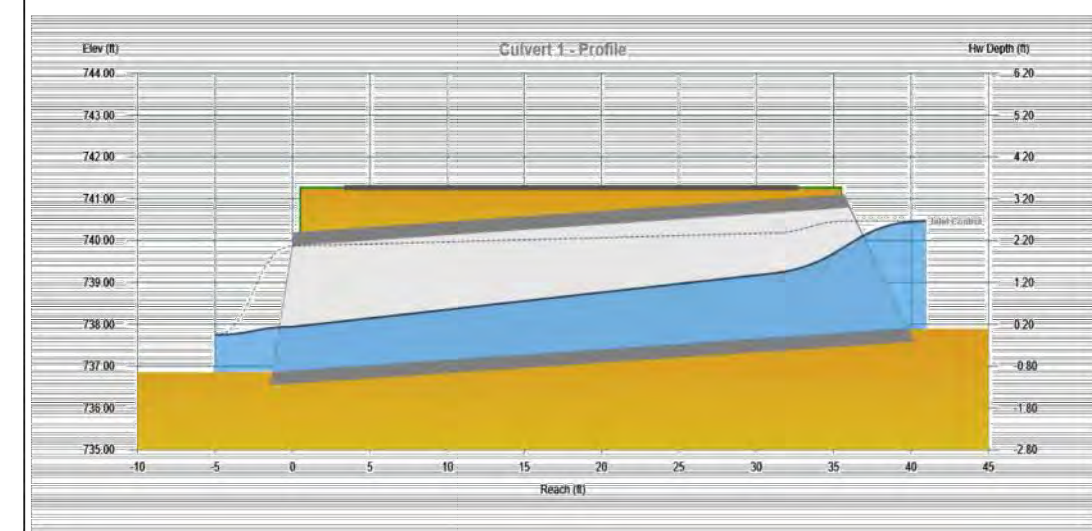
CULVERT
Shape = Rectangular
Inlet Edge = Mitered to Slope
Material = Concrete
Manning's n = 0.013
Rise = 36 in
Span = 66 in
Invert Elev. Down = 736.89 ft
Length = 36.0 ft
Slope = 0.025 ft/ft
Invert Elev. Up = 737.80 ft
No. Barrels = 1
Plan Skew Angle = 0 degrees

Culvert 1

EMBANKMENT
Top Width = 35.00 ft
Top Elevation = 741.27 ft
Crest Length = 50.00 ft
DISCHARGE
Method = User-defined
TAILWATER
Tailwater Elevation = Normal Depth

CALCULATION SAMPLE

Discharge		Velocity		Depth		HGL @ HwD = 0.89		Hw
Total (cfs)	Culvert (cfs)	Over Top (cfs)	Down (ft/s)	Up (ft/s)	Down (ft)	Up (ft)	Down (ft)	
64.35	64.35	0.00	11.14	7.22	12.6	19.4	737.94	740.47

DRAINAGE AREA SUMMARIES FOR POND ROUTING
AND STORMSEWER CALCULATIONS

EXISTING DRAINAGE AREA CALCULATIONS

Drainage Area No.	Acres Drained				Total Area (ac.)	Weighted Runoff Coefficient	Time of Concentration (min)	I(10) (in/hr)	I(25) (in/hr)	I(100) (in/hr)	Q(10) (cfs)	Q(25) (cfs)	Q(100) (cfs)
	Pavement C = 0.90	Residential C = 0.67	Open C = 0.30	Commercial C = 0.78									
1		1.02	0.65	2.47	4.14	0.68	10	6.43	7.50	9.14	18.10	21.10	25.76
Total Discharge													25.76

Johnson County

Rainfall Intensity-Duration-Frequency Coefficients			
Frequency	a	b	d
2-yr	0.810	50.7	9.0
5-yr	0.812	70.1	12.0
10-yr	0.805	80.3	13.0
25-yr	0.789	89.1	13.0
50-yr	0.787	101.3	14.0
100-yr	0.783	113.8	15.0

$$I = \frac{b}{(Tc + d)^a}$$

PROPOSED DRAINAGE AREA CALCULATIONS

Drainage Area No.	Acres Drained				Total Area (ac.)	Weighted Runoff Coefficient	Time of Concentration (min)	I(10) (in/hr)	I(25) (in/hr)	I(100) (in/hr)	Q(10) (cfs)	Q(25) (cfs)	Q(100) (cfs)
	Pavement C = 0.90	Residential C = 0.67	Open C = 0.30	Commercial C = 0.78									
1	0.02				1.40	0.74	10	6.43	7.50	9.14	6.66	7.77	9.48
2	0.31	0.53	0.05	0.04	0.93	0.73	10	6.43	7.50	9.14	4.36	5.09	6.21
3		0.49	0.06	0.69	1.24	0.71	10	6.43	7.50	9.14	5.66	6.60	8.06
4	0.10		0.01	0.46	0.57	0.79	10	6.43	7.50	9.14	2.89	3.38	4.12
Total Discharge													27.87

Johnson County

Rainfall Intensity-Duration-Frequency Coefficients			
Frequency	a	b	d
2-yr	0.810	50.7	9.0
5-yr	0.812	70.1	12.0
10-yr	0.805	80.3	13.0
25-yr	0.789	89.1	13.0
50-yr	0.787	101.3	14.0
100-yr	0.783	113.8	15.0

$$I = \frac{b}{(Tc + d)^a}$$

UNATTENUATED FLOW

TYPE-Y INLETS

Inlet #	D.A. No.	Q (cfs)	CO (cfs)	Qa (cfs)	Allowable Head (ft)	Lr 90% eff. (ft)	La (ft)	Actual Head (ft)	% Full Lr/La	Capacity 90% eff. (cfs)	Remarks
TY-1	3	8.06	0.00	8.06	1.00	2.90	14	0.32	21	38.50	3.5'x3.5' TYPE-Y INLET

SAG CURB INLETS

Inlet #	D.A. No.	Q (cfs)	CO (cfs)	Qa (cfs)	Allowable Head (ft)	Lr 90% eff. (ft)	La (ft)	Actual Head (ft)	% Full Lr/La	Capacity 90% eff. (cfs)	Remarks
CI-1	4	4.12	0.00	4.12	0.92	1.68	10	0.26	17	24.52	10' CURB INLET
CI-2	2	6.21	0.00	6.21	0.92	2.53	10	0.34	25	24.52	10' CURB INLET

BASED ON WEIR EQUATION $Q = 3.087L^{1.8}$

Per Hydrograph 100-yr Summary table, peak flow of 15.84 cfs results in pond elevation of 742.51 ft. Per the Stage-Storage-Discharge Summary, a peak flow of 15.84 cfs should occur at a pond elevation less than 742.38 ft (15.86 cfs).

DETENTION POND
PEAK DISCHARGE COMPARISON

Event (yr)	Existing Discharge (cfs)	Pond Discharge (cfs)	Change in Q (cfs)
2	13.16	12.01	-1.15
5	16.07	14.22	-1.85
10	18.10	17.14	-0.96
25	21.10	20.60	-0.50
100	25.76	24.37	-1.39

Stormwater routing calculations were performed using Hydrology Studio 2020 v 3.0.0.29 computer software program using the Modified Rational method.

Where is the proposed detention pond? Clearly identify and label on plans and includes cross sections.

Is all runoff from DA-1, DA-2, DA-3, and DA-4 being routed to the detention pond?

Hydrograph 2-yr Summary

Inlet No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cfs-hr)	Inflow Hy(h)	Maximum Elevation (ft)	Maximum Storage (cu ft)
1	Rational	EXISTING	13.16	0.17	7.809	---	---	---
2	Rational	Basins (DA-1)	4.845	0.17	2.907	---	---	---
3	Rational	Pond DA-2	3.175	0.17	1.905	---	---	---
4	Rational	Pond DA-3	4.917	0.17	2.470	---	---	---
5	Rational	Pond DA-4	2.105	0.17	1.203	---	---	---
6	Junction	Thru Pond	9.397	0.17	5.638	3.4.5	741.08	880
7	Pond Route	Underground Storage	7.724	0.20	5.038	6	741.08	880
8	Junction	Total Discharge	12.21	0.17	8.545	2.7	---	---

Hydrograph 5-yr Summary

Inlet No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cfs-hr)	Inflow Hy(h)	Maximum Elevation (ft)	Maximum Storage (cu ft)
1	Rational	EXISTING	16.07	0.17	9.641	---	---	---
2	Rational	Basins (DA-1)	5.914	0.17	3.548	---	---	---
3	Rational	Pond DA-2	3.976	0.17	2.325	---	---	---
4	Rational	Pond DA-3	5.959	0.17	3.596	---	---	---
5	Rational	Pond DA-4	2.571	0.17	1.542	---	---	---
6	Junction	Thru Pond	11.47	0.17	6.883	3.4.5	741.47	1,202
7	Pond Route	Underground Storage	8.788	0.20	6.883	6	741.47	1,202
8	Junction	Total Discharge	14.22	0.17	10.431	2.7	---	---

Hydrograph 10-yr Summary

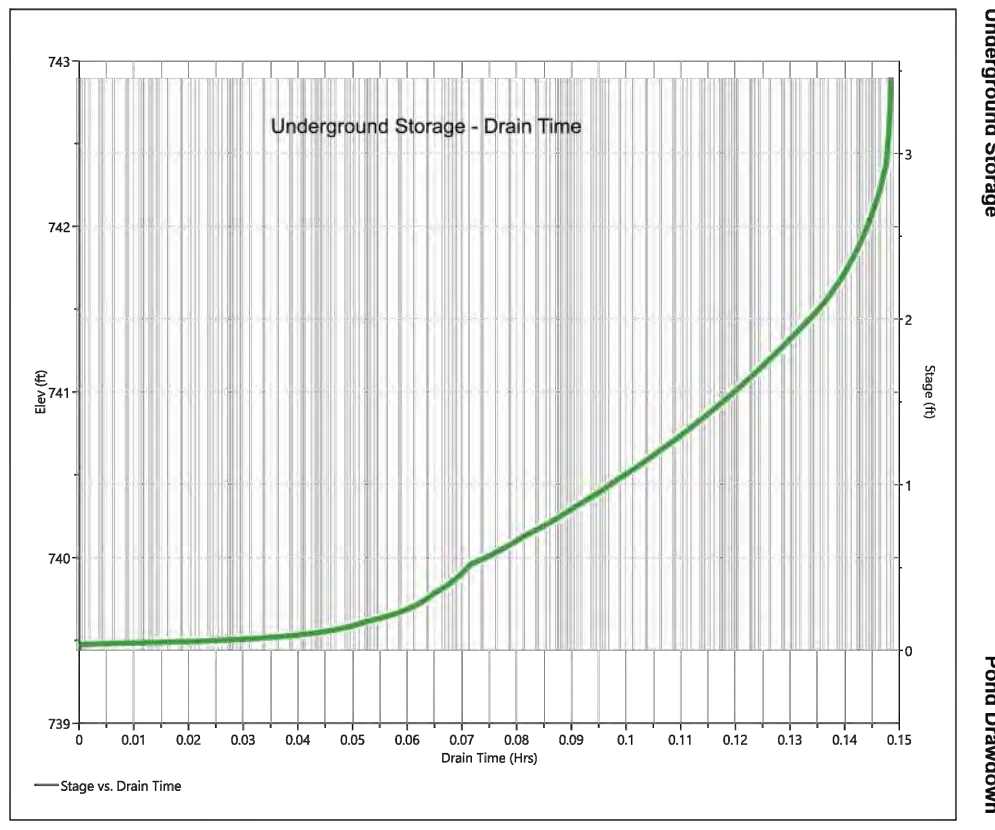
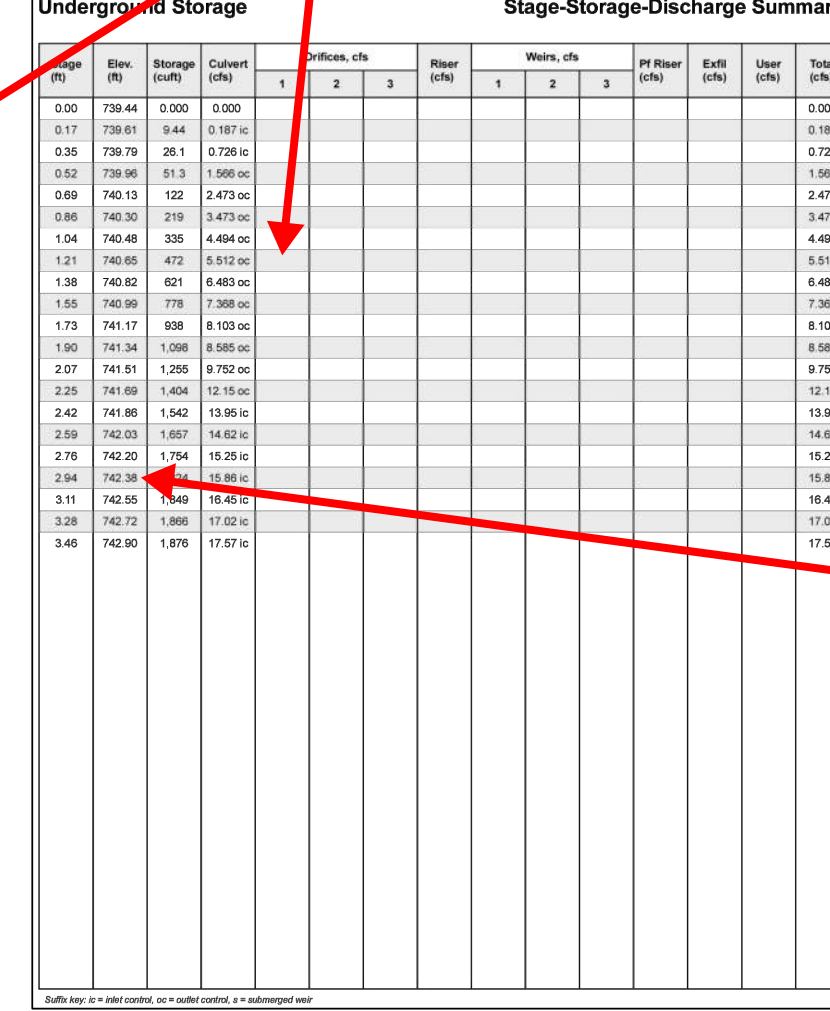
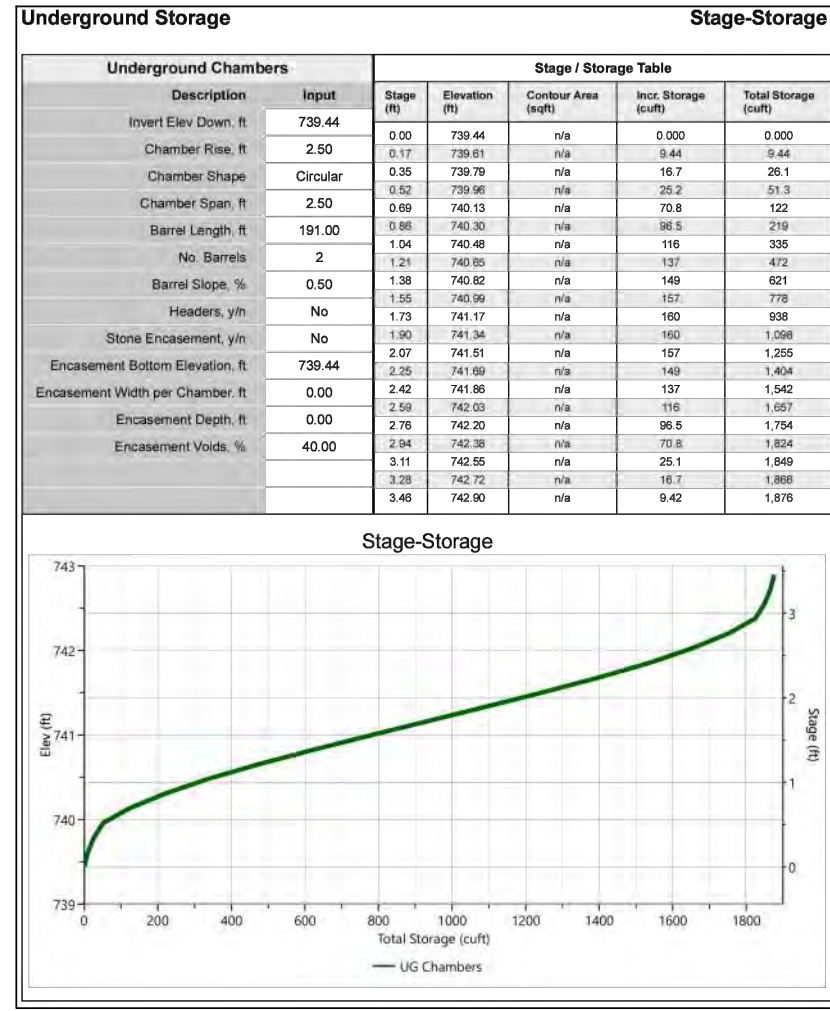
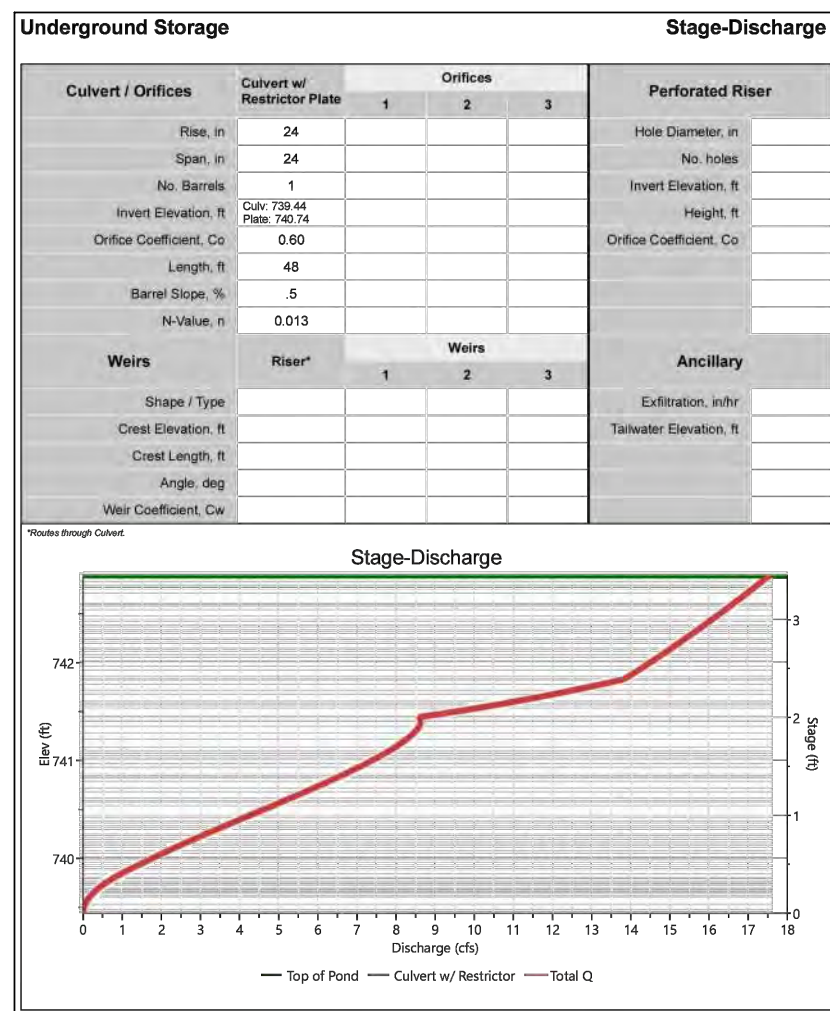
Inlet No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cfs-hr)	Inflow Hy(h)	Maximum Elevation (ft)	Maximum Storage (cu ft)
1	Rational	EXISTING	18.10	0.17	10.808	---	---	---
2	Rational	Basins (DA-1)	6.859	0.17	3.969	---	---	---
3	Rational	Pond DA-2	4.364	0.17	2.618	---	---	---
4	Rational	Pond DA-3	6.859	0.17	3.969	---	---	---
5	Rational	Pond DA-4	3.375	0.17	2.024	---	---	---
6	Junction	Thru Pond	15.06	0.17	9.037	3.4.5	741.81	1,503
7	Pond Route	Underground Storage	11.15	0.18	7.705	6	741.81	1,503
8	Junction	Total Discharge	17.14	0.18	11.746	2.7	---	---

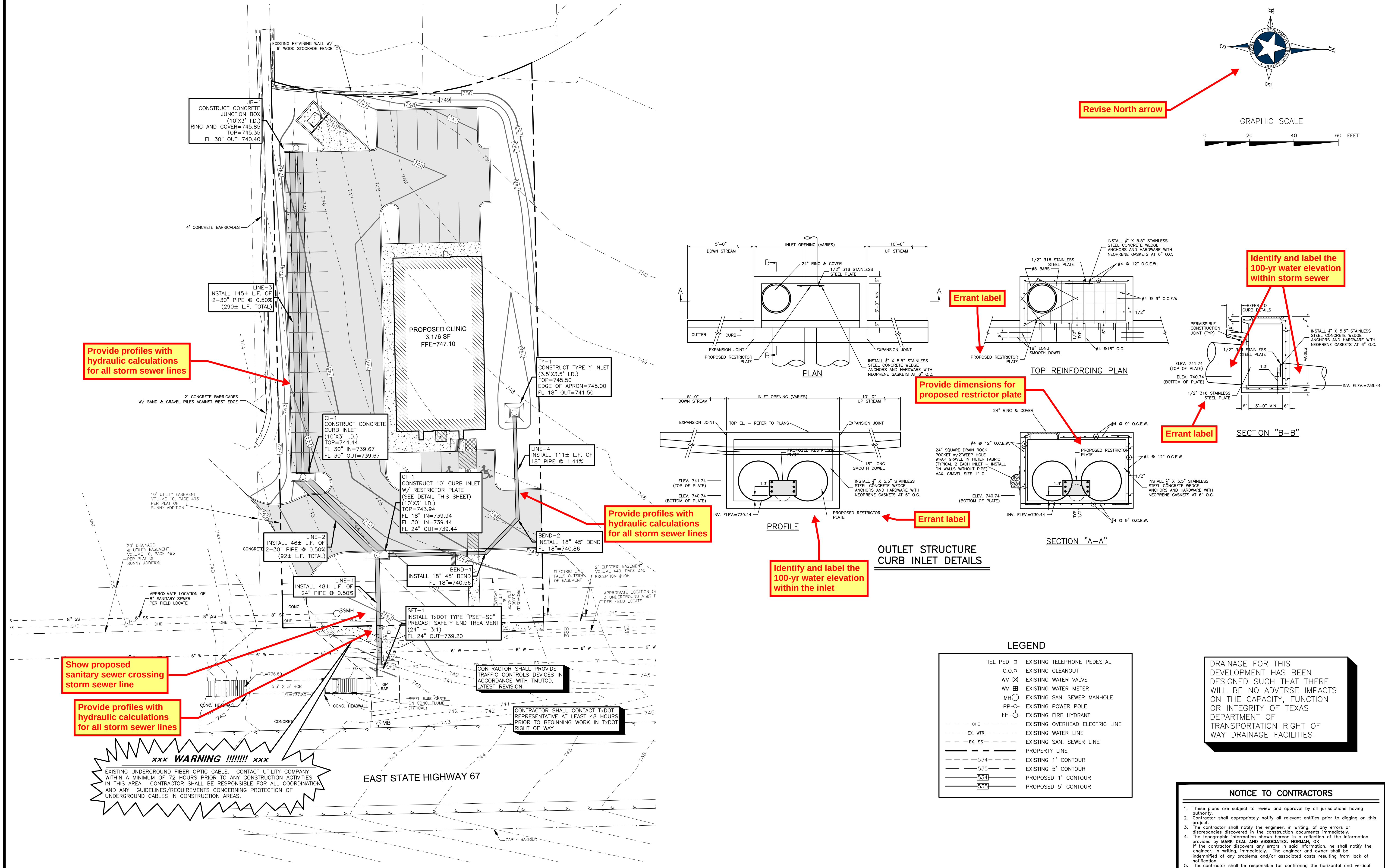
Hydrograph 25-yr Summary

Inlet No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cfs-hr)	Inflow Hy(h)	Maximum Elevation (ft)	Maximum Storage (cu ft)
1	Rational	EXISTING	21.10	0.17	12.600	---	---	---
2	Rational	Basins (DA-1)	7.785	0.17	4.659	---	---	---
3	Rational	Pond DA-2	5.175	0.17	3.053	---	---	---
4	Rational	Pond DA-3	7.785	0.17	4.659	---	---	---
5	Rational	Pond DA-4	3.375	0.17	2.024	---	---	---
6	Junction	Thru Pond	18.39	0.17	11.031	3.4.5	742.61	1,802
7	Pond Route	Underground Storage	15.84	0.18	11.031	6	742.61	1,802
8	Junction	Total Discharge	24.37	0.18	15.718	2.7	---	---

Hydrograph 100-yr Summary

Inlet No.	Hydrograph Type	Hydrograph Name	Peak Flow (cfs)	Time to Peak (hrs)	Hydrograph Volume (cfs-hr)	Inflow Hy(h)	Maximum Elevation (ft)	Maximum Storage (cu ft)
1	Rational	EXISTING	25.76	0.17	15.453	---	---	---
2	Rational	Basins (DA-1)	8.478	0.17	5.087	---	---	---
3	Rational	Pond DA-2	6.211	0.17	3.727	---	---	---
4	Rational	Pond DA-3	8.478	0.17	5.087	---	---	---
5	Rational	Pond DA-4	4.100	0.17	2.473	---	---	---
6	Junction	Thru Pond	22.39	0.17	13.031	3.4.5	743.61	2,102
7	Pond Route	Underground Storage	19.84	0.18	13.031	6	743.61	2,102
8	Junction	Total Discharge	29.37	0.18	18.718	2.7	---	---





Revise North arrow

Provide profiles with hydraulic calculations for all storm sewer lines

Show proposed sanitary sewer crossing storm sewer line

Provide profiles with hydraulic calculations for all storm sewer lines

Provide profiles with hydraulic calculations for all storm sewer lines

Identify and label the 100-yr water elevation within the inlet

Identify and label the 100-yr water elevation within storm sewer

Errant label

Provide dimensions for proposed restrictor plate

Errant label

Errant label

LEGEND

TEL PED	EXISTING TELEPHONE PEDESTAL
C.O.O	EXISTING CLEANOUT
WM	EXISTING WATER VALVE
WM	EXISTING WATER METER
MH	EXISTING SAN. SEWER MANHOLE
PP-O	EXISTING POWER POLE
FH	EXISTING FIRE HYDRANT
---	EXISTING OVERHEAD ELECTRIC LINE
---	EXISTING WATER LINE
---	EXISTING SAN. SEWER LINE
---	PROPERTY LINE
---	EXISTING 1' CONTOUR
---	EXISTING 5' CONTOUR
---	PROPOSED 1' CONTOUR
---	PROPOSED 5' CONTOUR

DRAINAGE FOR THIS DEVELOPMENT HAS BEEN DESIGNED SUCH THAT THERE WILL BE NO ADVERSE IMPACTS ON THE CAPACITY, FUNCTION OR INTEGRITY OF TEXAS DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DRAINAGE FACILITIES.

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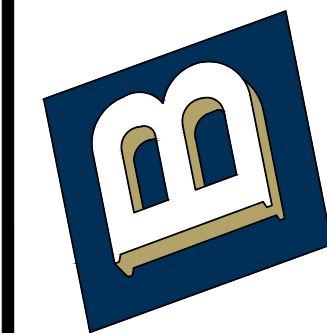
Telephone cable	Conduits	Pipes
Stormwater lines	Water lines	Gas lines
Television cables	Sanitary Sewer lines	Oil Production lines
Sanitary Sewer lines		

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INITIAL SUBMITTAL	6-16-23	CCB
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CITY COMMENTS	9-15-23	CCB
CITY COMMENTS	11-20-23	CCB
DRAIN. REV./ CITY COMMENTS	1-3-2024	AES

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INTEGRITY URGENT CARE
ALVARADO, TX

STORM SEWER AND UNDERGROUND
STORAGE PLAN



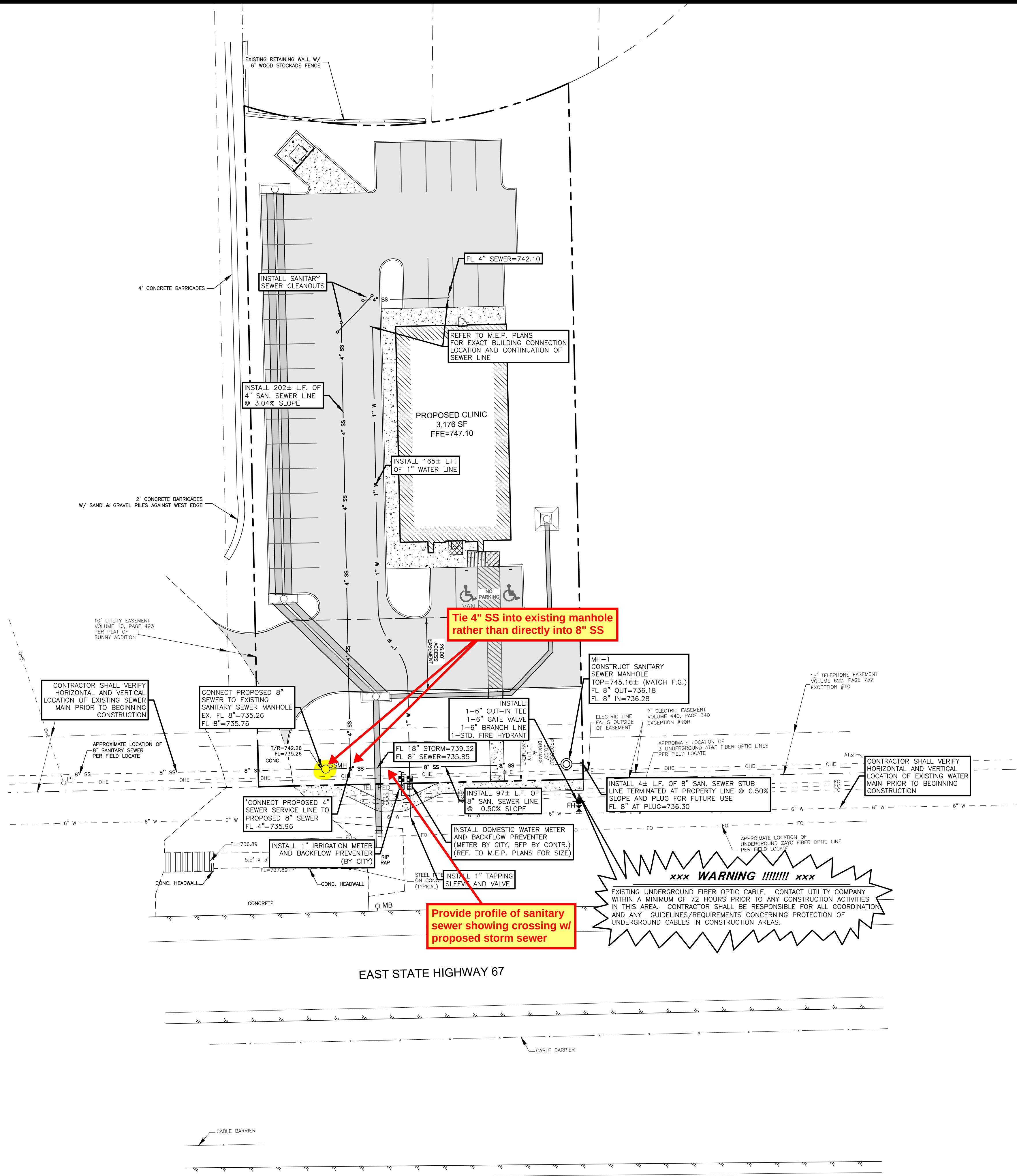
DRAWN BY: CCB

CHECKED BY: JGM

DATE: MAY, 2023

JOB NO: 2023.035

SHEET NO.
C-7



UTILITY CONSTRUCTION NOTES:

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2. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OF OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURE. CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, AND OTHER MEANS OF PROTECTION. THIS IS TO INCLUDE, BUT NOT LIMITED TO, ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA. CONTRACTOR SHALL, ON ALL UTILITIES, COORDINATE INSPECTION WITH APPROPRIATE AUTHORITIES PRIOR TO COVERING TRENCHES.
3. CONSTRUCTION SHALL COMPLY WITH GOVERNING CODES AND REQUIREMENTS. CONTRACTOR SHALL CONDUCT ALL REQUIRED TESTS TO THE SATISFACTION OF THE UTILITY COMPANIES AND OWNERS INSPECTING AUTHORITIES.
4. ADJUST PAVEMENT AND/OR CURB ELEVATIONS AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE WITH EXISTING.
5. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITIES AND NOTIFYING THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING STORM SEWER STRUCTURES, PIPES, AND ALL UTILITIES PRIOR TO CONSTRUCTION.
6. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL RECEIVE FOUR (4) INCHES OF TOPSOIL. CONTRACTOR SHALL APPLY STABILIZATION FABRIC TO ALL SLOPES STEEPER THAN 3H:1V. REFER TO OWNER FOR EXACT AREAS, DETAILS, AND SPECS.
7. CONTRACTOR SHALL COORDINATE WITH ARCHITECTURAL PLANS, POWER COMPANY, TELEPHONE COMPANY AND GAS COMPANY FOR ACTUAL ROUTING OF POWER AND SERVICES TO BUILDING.
8. CONSTRUCTION SHALL COMPLY WITH ALL GOVERNING CODES AND BE CONSTRUCTED TO SAME.
9. CONTRACTOR TO REFER TO LANDSCAPING/ARCHITECTURAL PLANS AND/OR OWNER FOR LOCATIONS OF PROPOSED LIGHT STANDARDS AND UTILITY SLEEVING.
10. REFER TO M.E.P. PLANS FOR ELECTRIC, GAS, TELEPHONE, CABLE AND ANY OTHER NECESSARY UTILITIES SERVICES, OTHER THAN WATER AND SANITARY SEWER.

LEGEND

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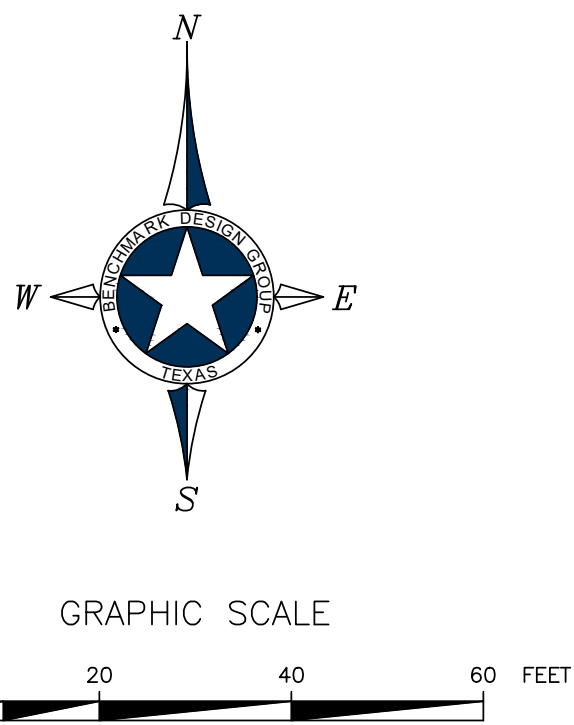


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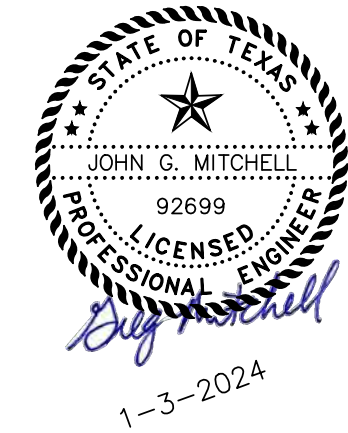
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ALVARADO, TX

ON-SITE UTILITY PLAN



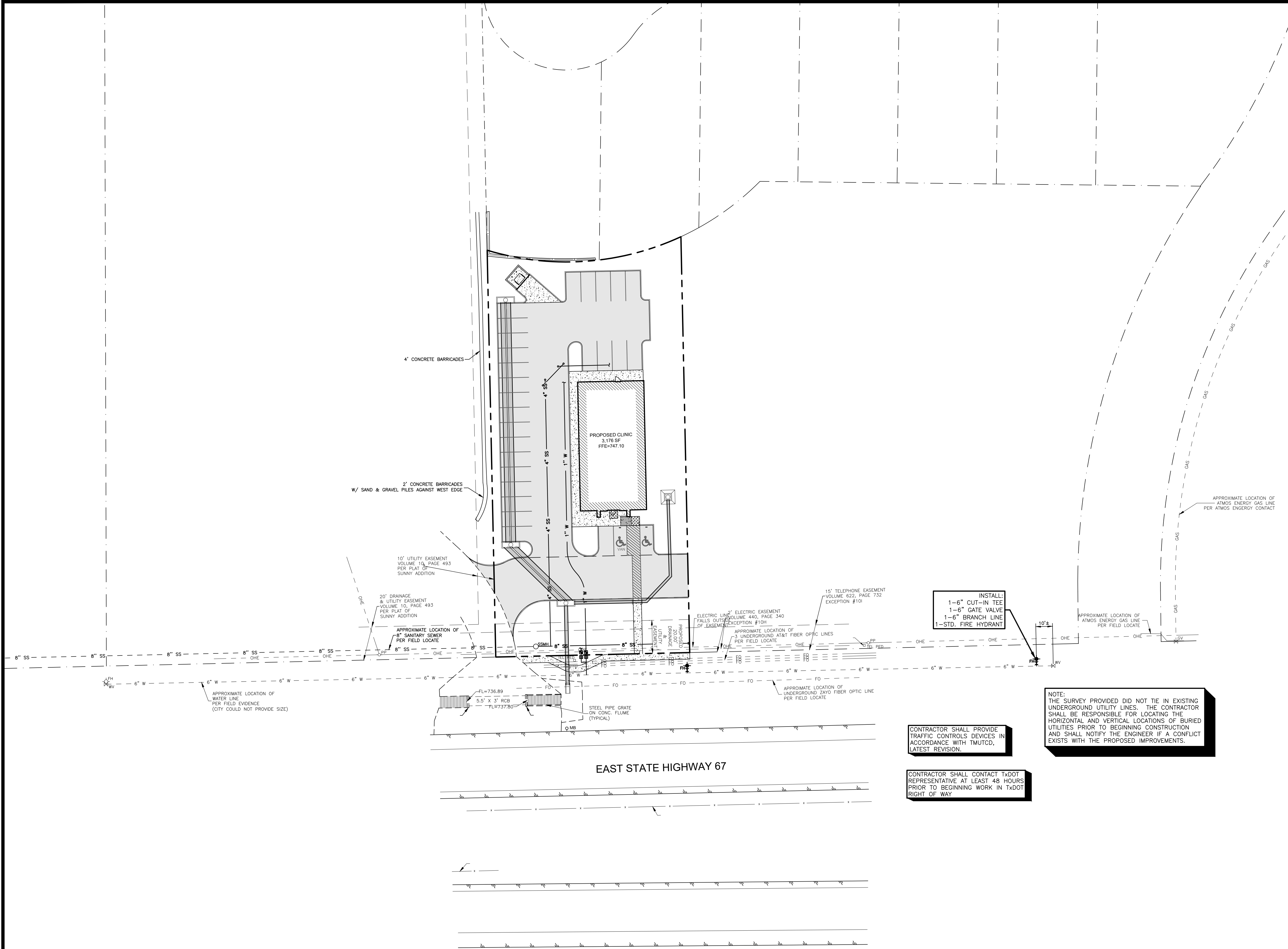
DRAWN BY: CCB

CHECKED BY: JGM

DATE: MAY, 2023

JOB NO: 2023.035

SHEET NO.
C-8A



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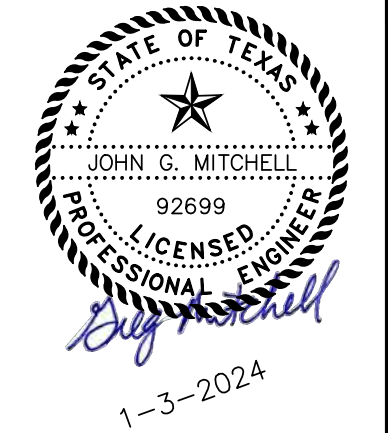
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INITIAL CITY SUBMITTAL	8-9-23	AES
CITY COMMENTS	9-15-23	CCB
CITY COMMENTS	11-20-23	CCB
DRAIN. REV./ CITY COMMENTS	1-3-2024	AES

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INTEGRITY URGENT CARE
ALVARADO, TX

OFF-SITE UTILITY PLAN



DRAWN BY: CCB

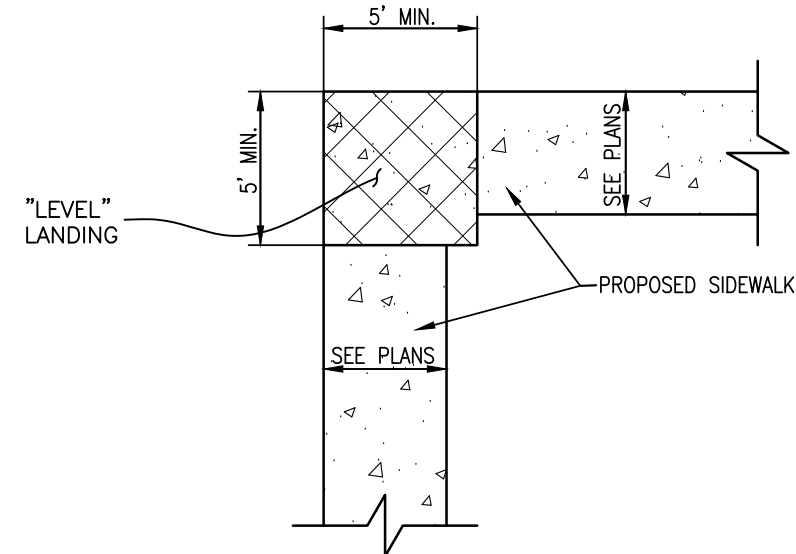
CHECKED BY: JGM

DATE: MAY, 2023

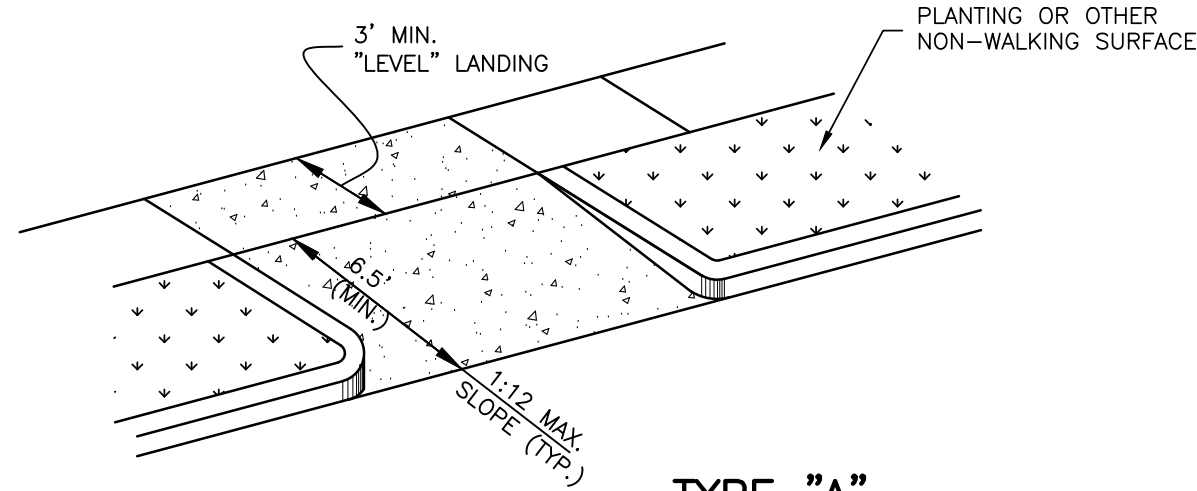
JOB NO: 2023.035

SHEET NO.
C-8B

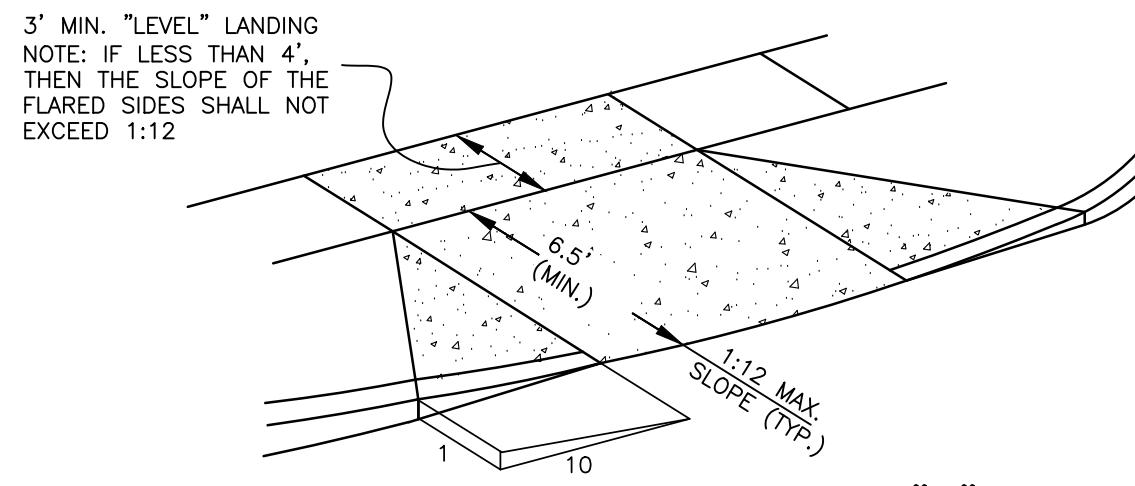
- NOTES**
1. THE LOWER LANDING SHALL BE FINISHED WITH ARMOR-TILE TRUNCATED DOME TILES OR APPROVED EQUAL AT PUBLIC R.O.W. ONLY.
 2. THE BOTTOM OF THE RAMP SHALL HAVE A 1/2" LIP OF 45°.
 3. CONSTRUCT PER T.D.L.R. STANDARDS.



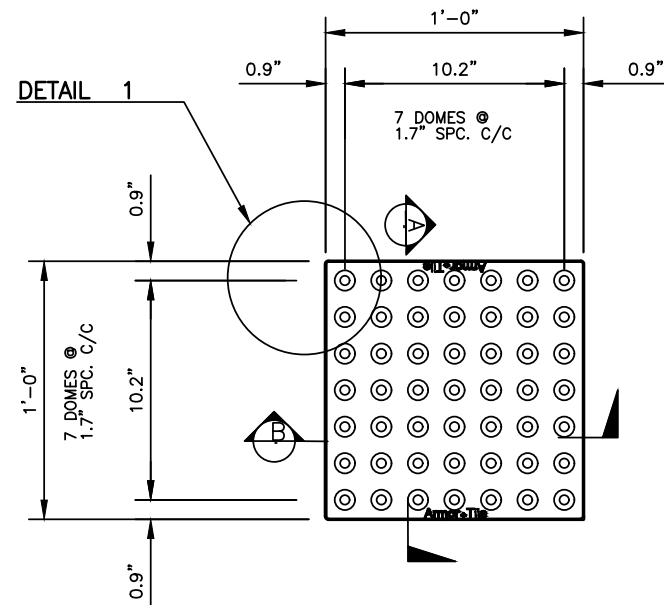
**CHANGE IN DIRECTION
ALONG A.D.A. ROUTE**
N.T.S.



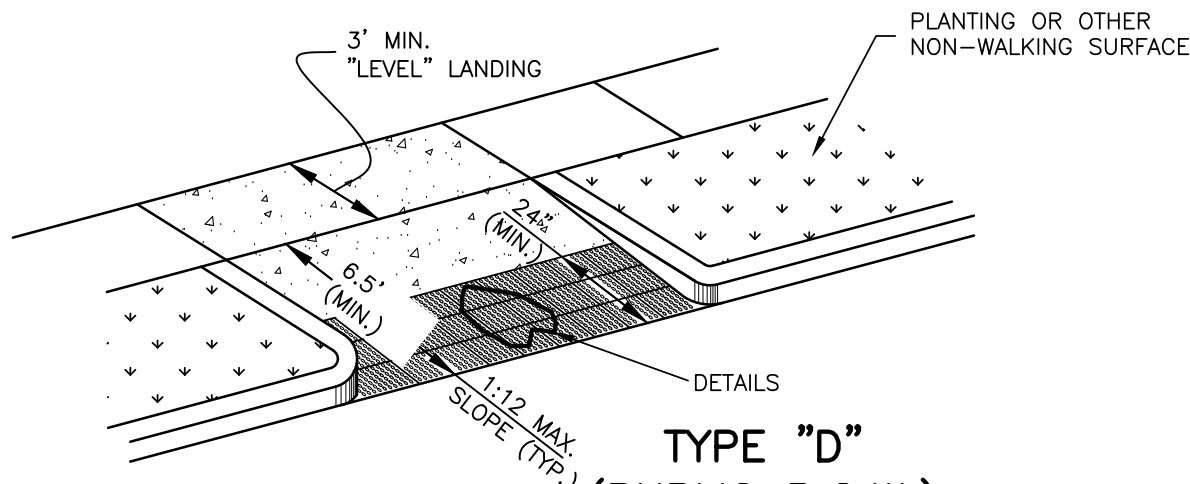
**TYPE "A"
(PRIVATE PROPERTY)**
N.T.S.



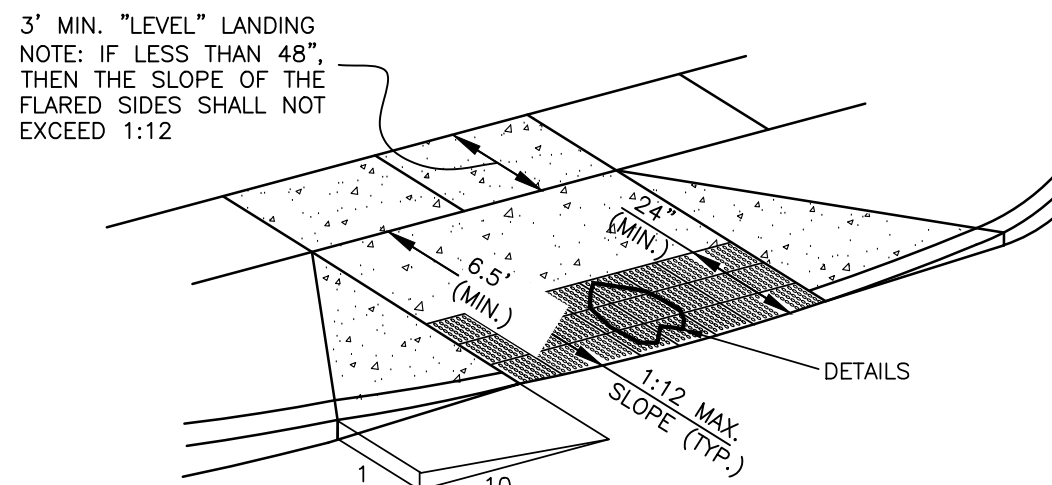
**TYPE "B"
(PRIVATE PROPERTY)**
N.T.S.



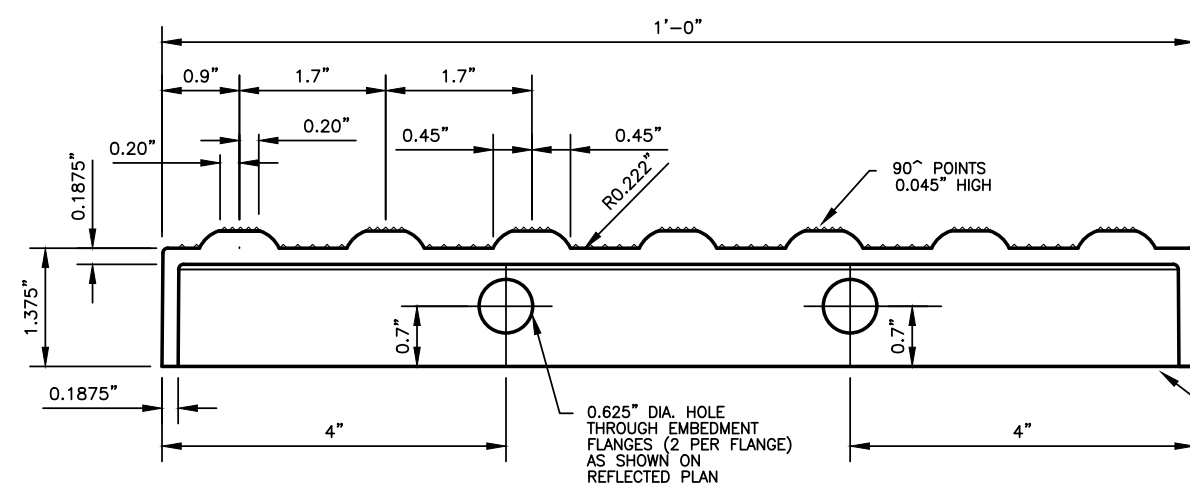
**TYPE "C"
(PRIVATE PROPERTY)**
N.T.S.



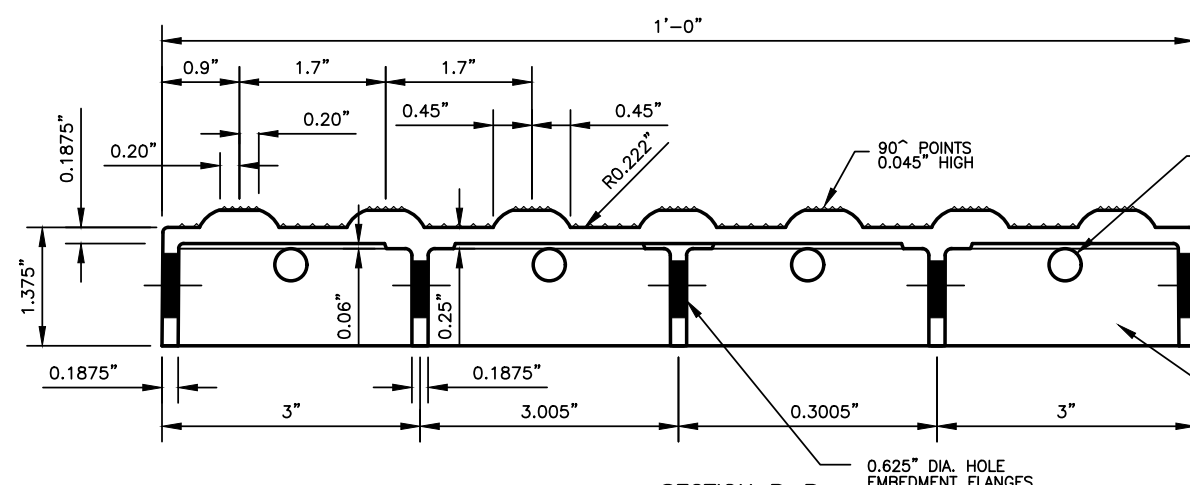
**TYPE "D"
(PUBLIC R.O.W.)**
N.T.S.



**TYPE "E"
(PUBLIC R.O.W.)**
N.T.S.

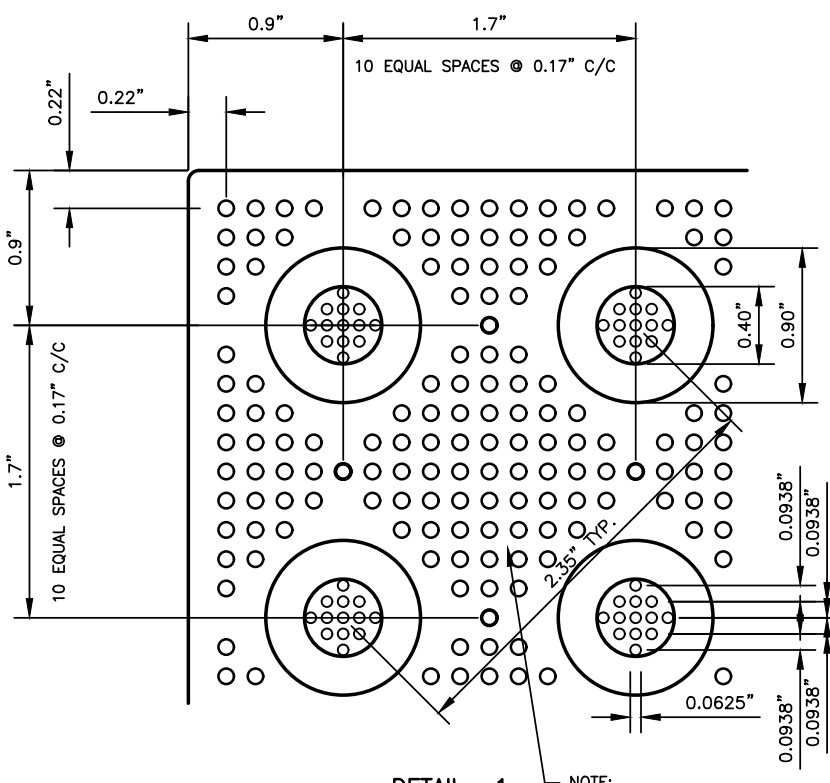


SECTION A-A

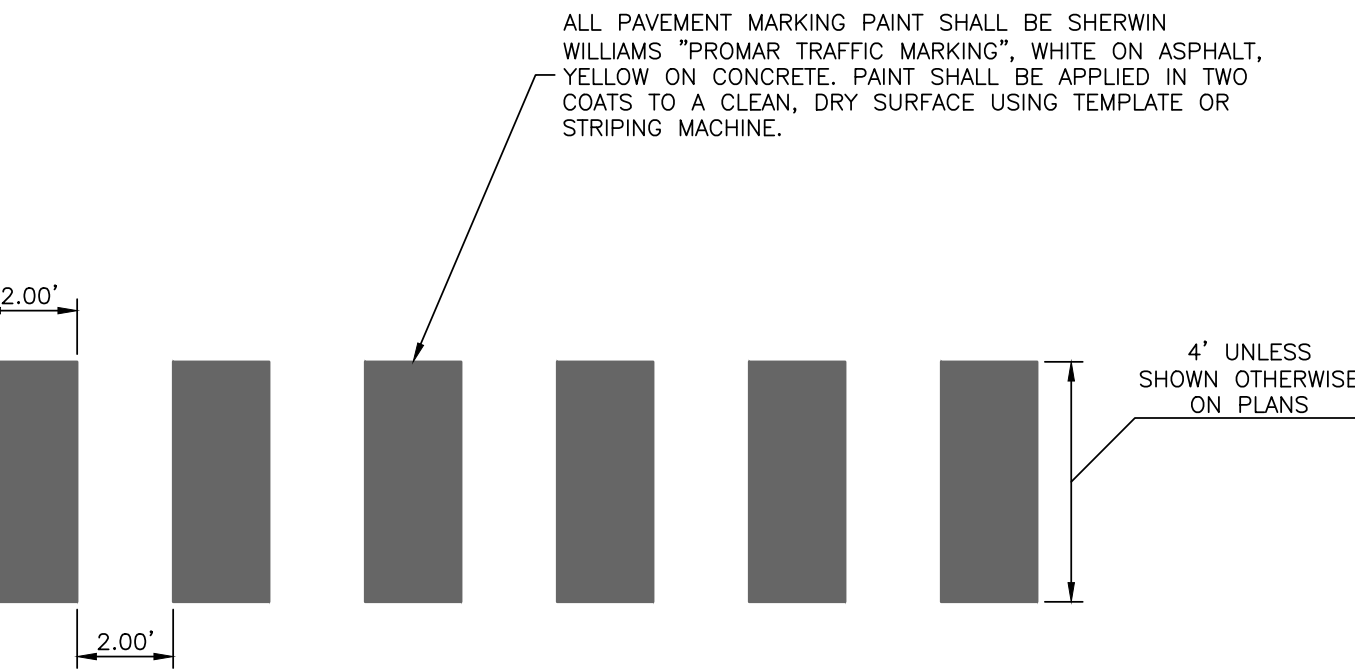


SECTION B-B

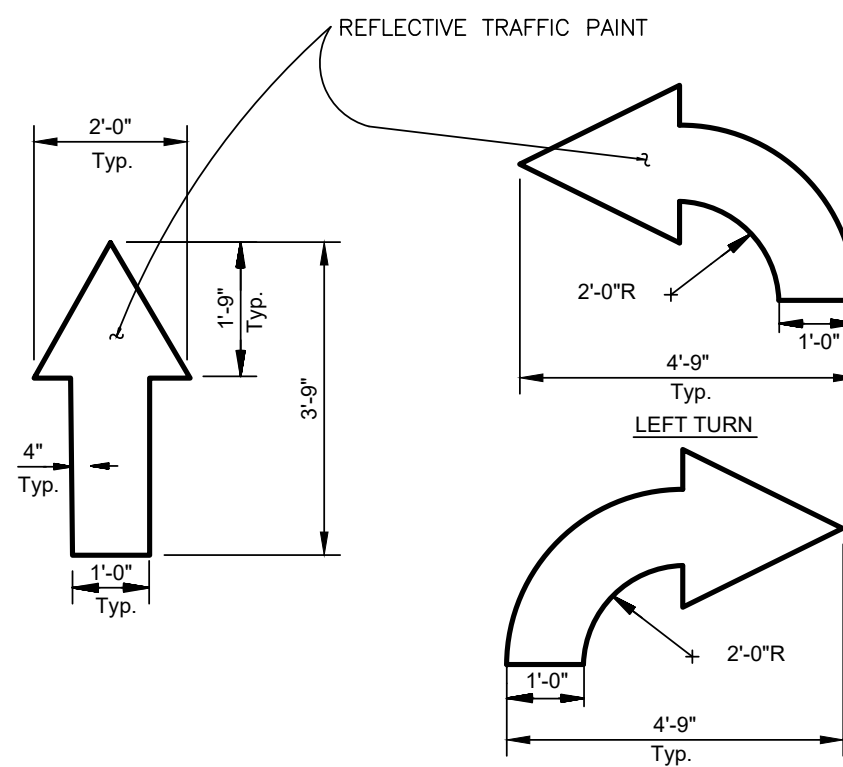
SIDEWALK RAMP DETAIL
N.T.S.



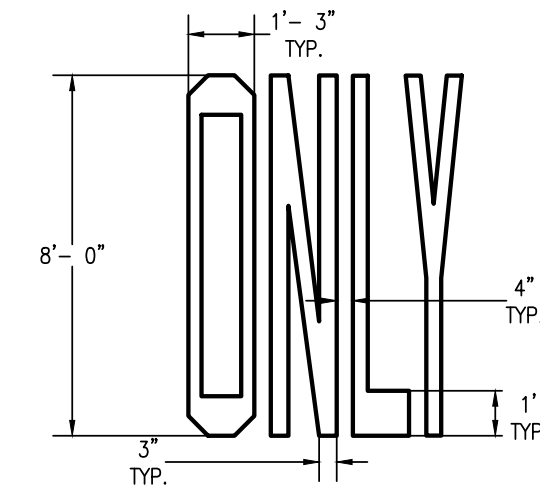
DETAIL 1



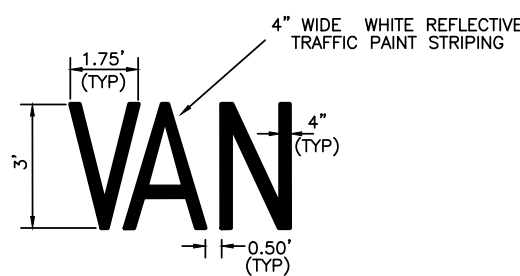
CROSSWALK DETAIL
SCALE: NTS



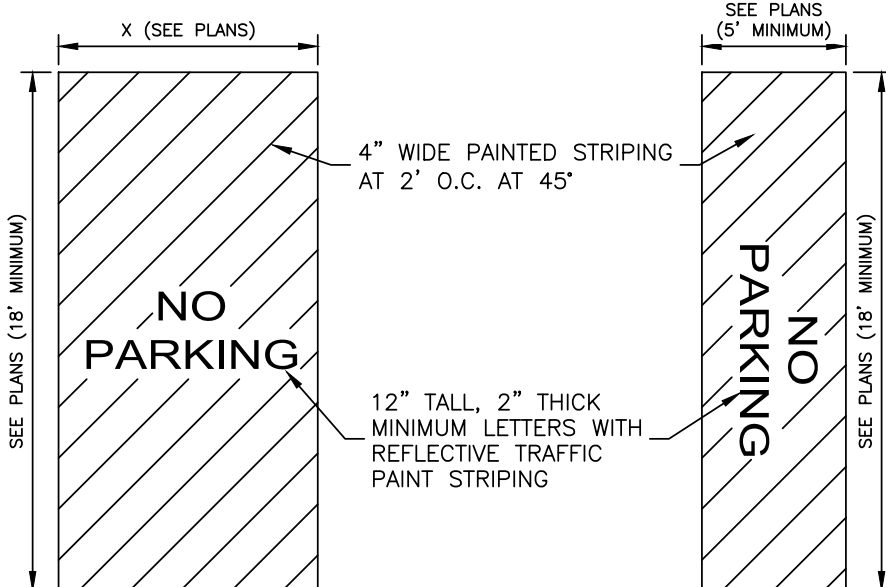
TRAFFIC FLOW ARROW
N.T.S.



"ONLY" PAINTING DETAIL
SCALE: NTS



"VAN" PAINTING DETAIL

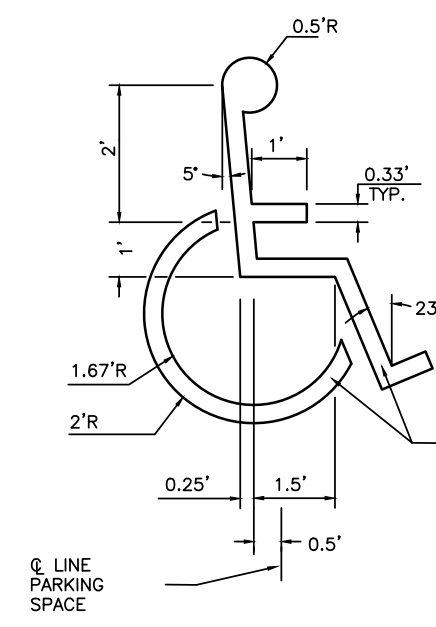


DETAIL A

DETAIL B

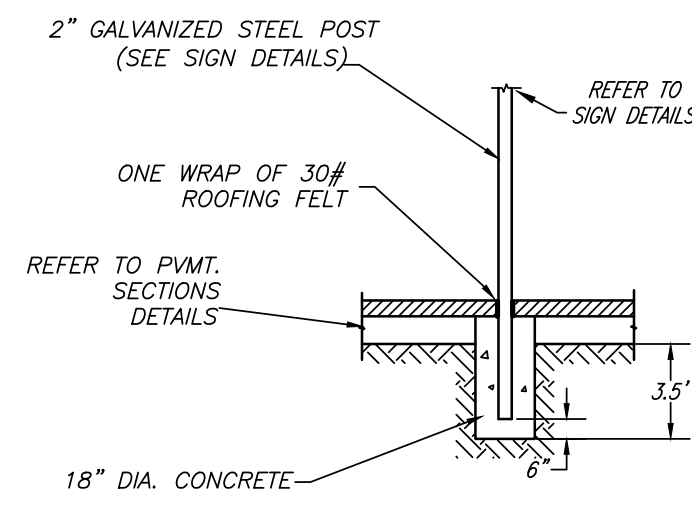
STANDARD ACCESS AISLE DETAIL
N.T.S.

- * USE DETAIL A UNLESS "X" IS LESS THAN 8'.
WHERE X IS LESS THAN 8" USE DETAIL B.

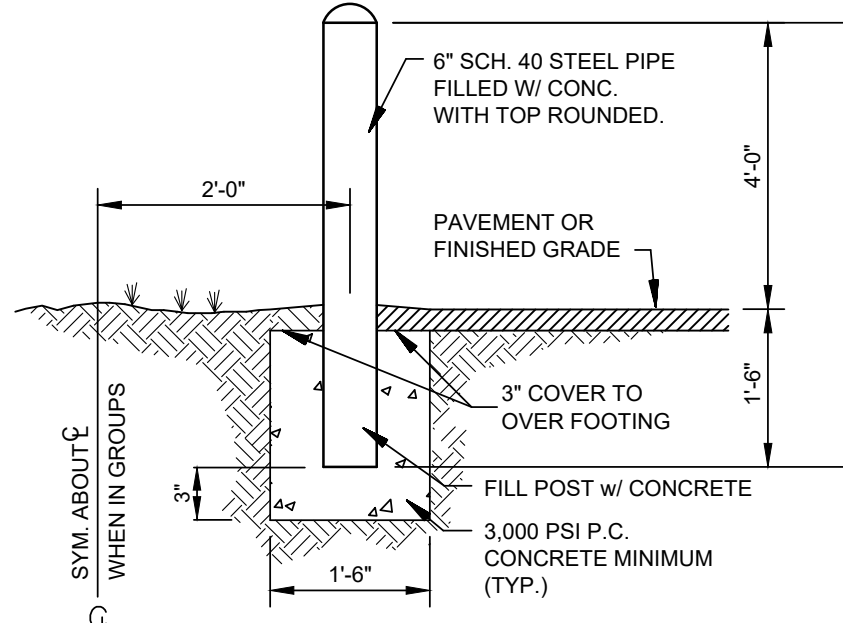


**ACCESSIBLE
PARKING SPACE
SYMBOL**

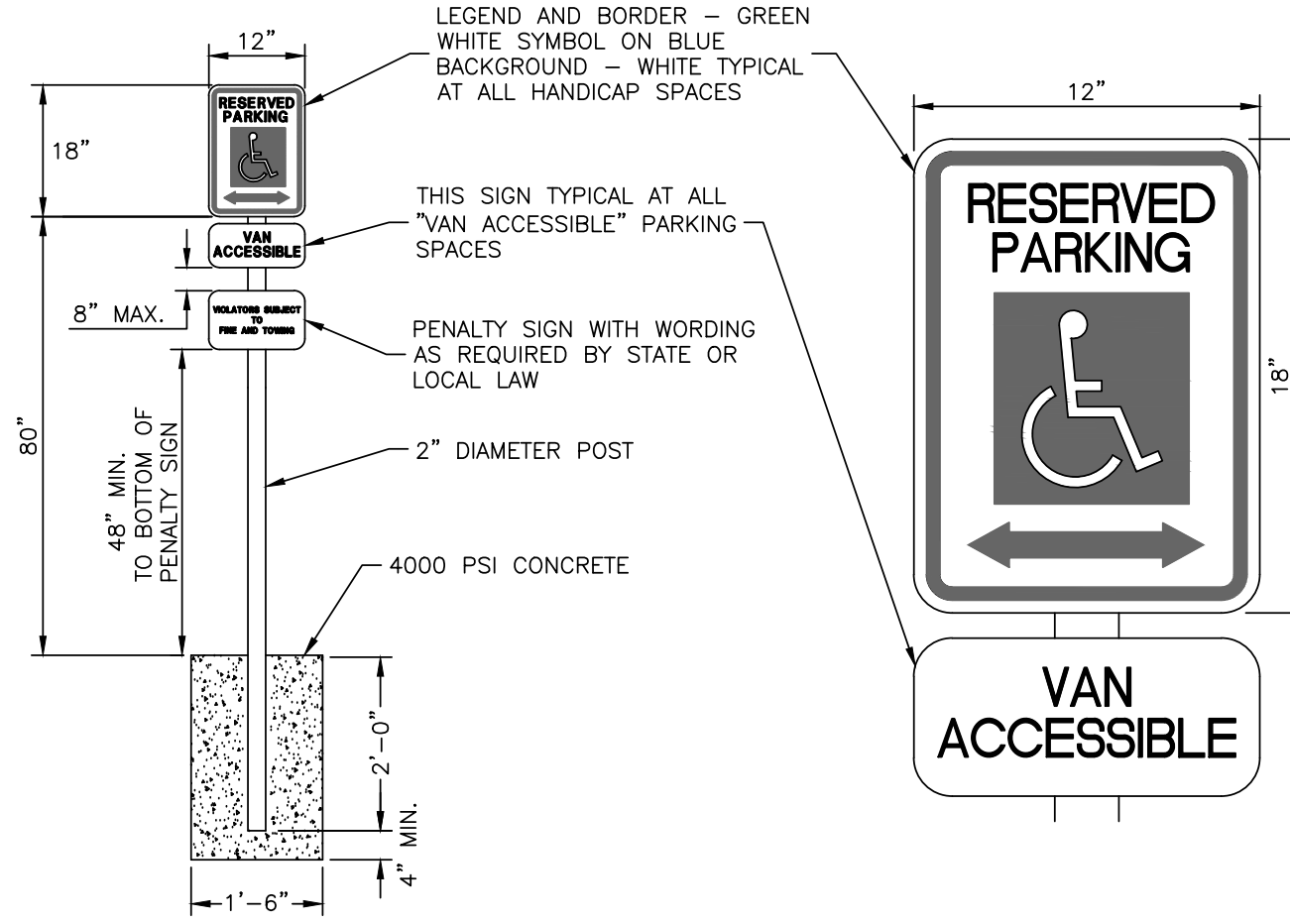
- 1) ALL PROPOSED SIGNS SHALL CONFORM TO THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION'S "UNIFORM TRAFFIC CONTROL DEVICES".
2) ALL SIGNS SHALL BE ROTATED AS SHOWN ON THE SITE PLAN OR AS SHOWN ON THE CONSTRUCTION SEQUENCING PLANS.



PARKING LOT SIGN BASE DETAIL
SCALE: NTS



PIPE BOLLARD
N.T.S.



HANDICAP PARKING SIGN DETAIL
N.T.S.

SUBMITTAL / REVISIONS	DATE	BY
INITIAL SUBMITTAL	6-16-23	CCB
REVISED SUBMITTAL	6-19-23	AES
INITIAL CITY SUBMITTAL	8-9-23	AES
CITY COMMENTS	9-15-23	CCB
CITY COMMENTS	11-20-23	CCB
DRAIN. REV./ CITY COMMENTS	1-3-2024	AES

**BENCHMARK
DESIGN GROUP**
CIVIL / ENVIRONMENTAL / PLANNERS



**INTEGRITY URGENT CARE
ALVARADO, TX**

DETAILS



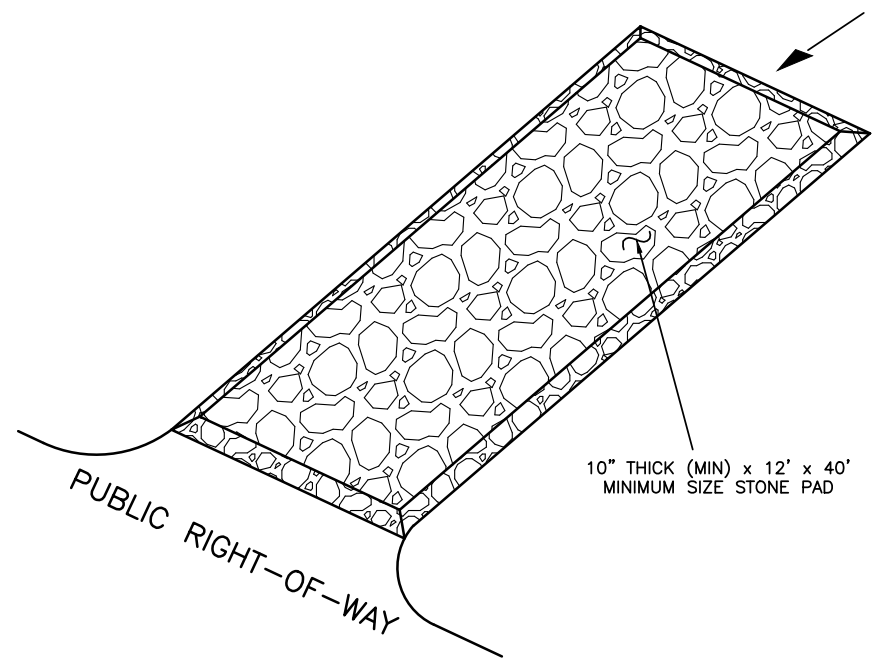
DRAWN BY: CCB

CHECKED BY: JGM

DATE: MAY, 2023

JOB NO: 2023.035

**SHEET NO.
C-9**

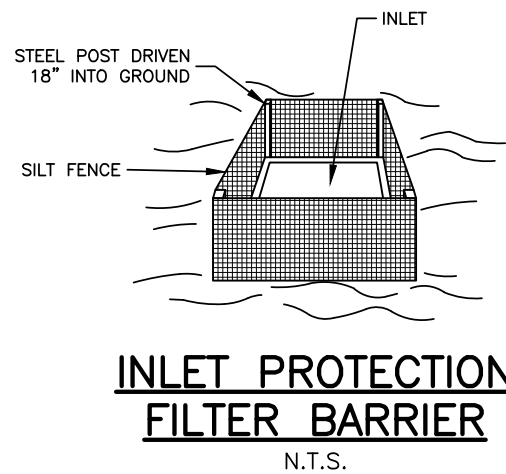


TEMPORARY CONSTRUCTION EXIT POINT DETAIL

CONSTRUCTION NOTES:

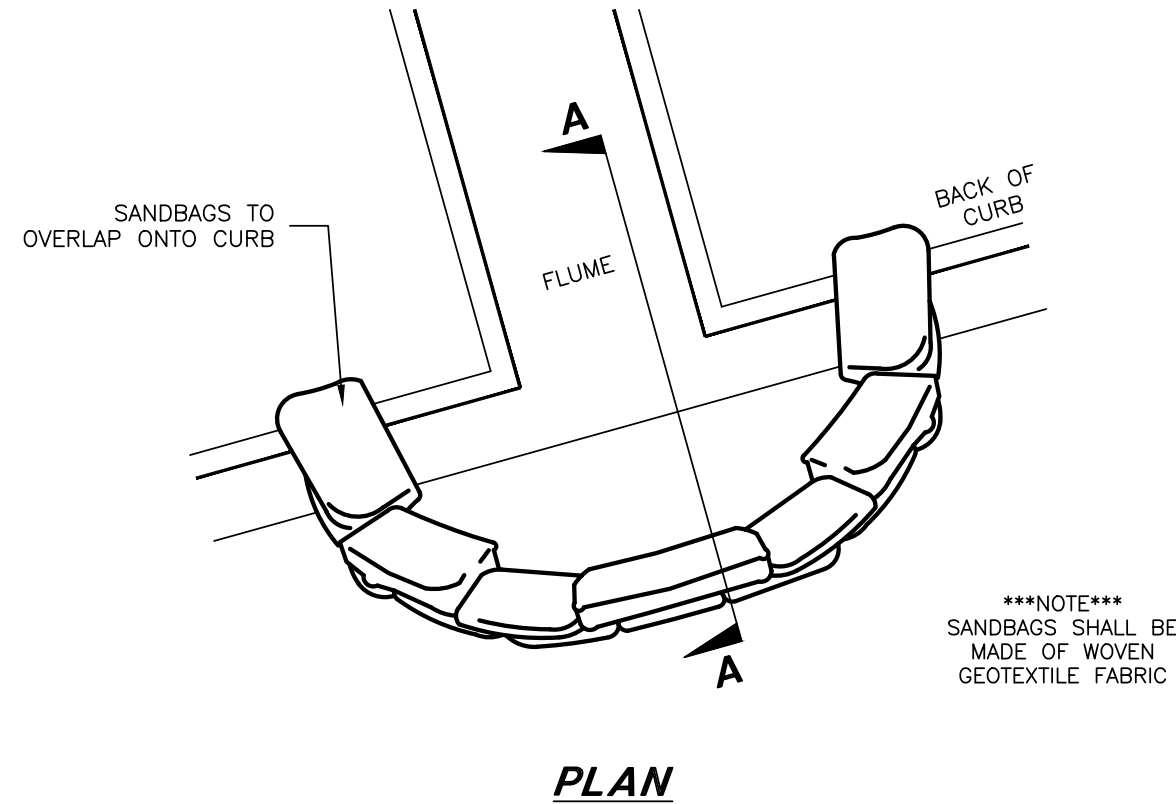
- 1) GRADATION OF ROCK

SIZE OF ROCK U.S.	% SMALLER BY WEIGHT
200	100
50	35-65
3	0
- 2) THE ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE DRESSING WITH ADDITIONAL STONE AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
- 3) WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE INTO PUBLIC RIGHT-OF-WAY. WASHING SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT CONTROLLING STRUCTURE. USE SAND BAGS, GRAVEL, BOARDS OR OTHER APPROVED METHODS TO PREVENT SEDIMENT FROM ENTERING ANY STORM DRAIN, DITCH, OR WATER COURSE.
- 4) ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.



INLET PROTECTION FILTER BARRIER

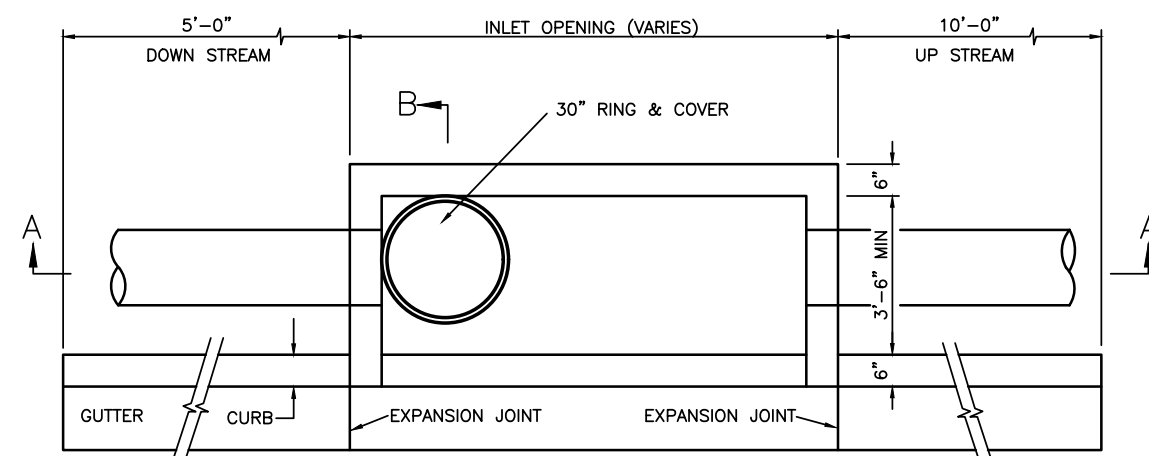
N.T.S.



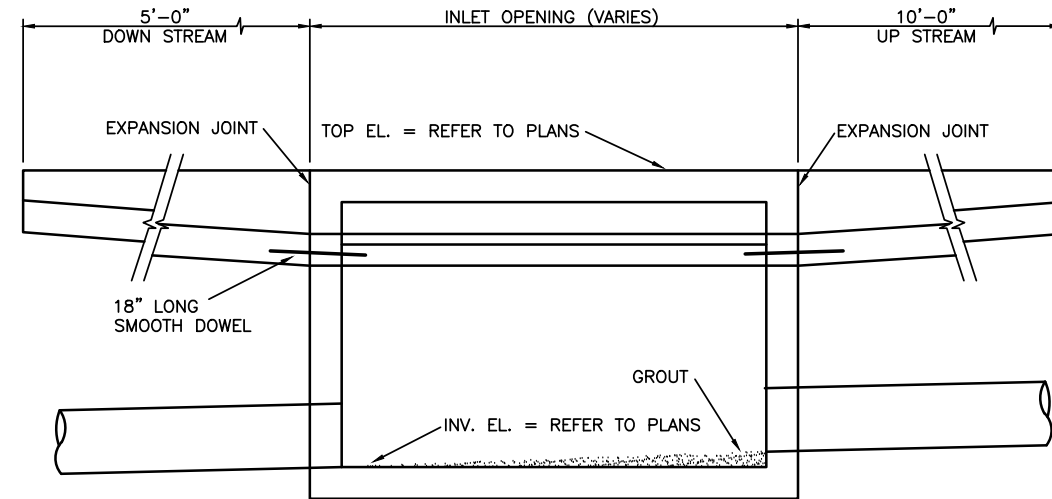
SECTION 'A-A'

FLUME SEDIMENT BARRIER

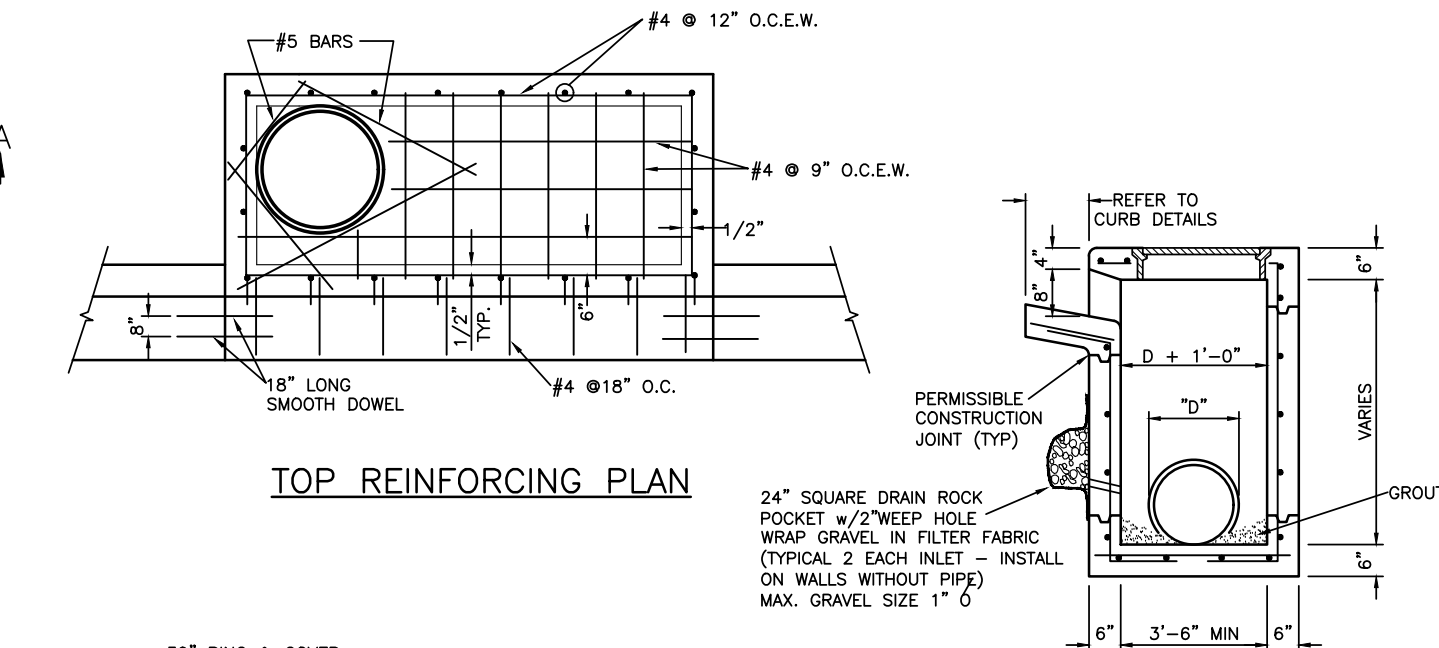
NOTE
SANDBAGS SHALL BE
MADE OF WOVEN
GEOTEXTILE FABRIC



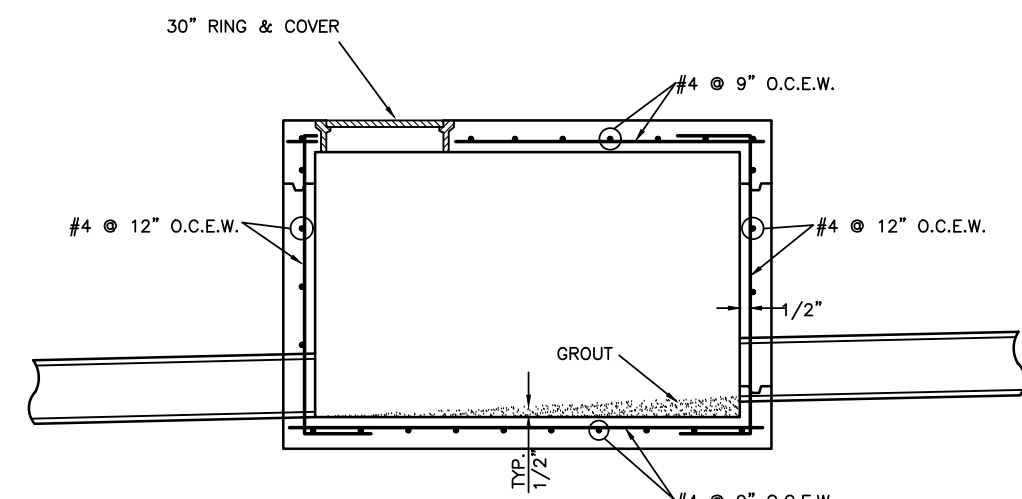
PLAN



PROFILE



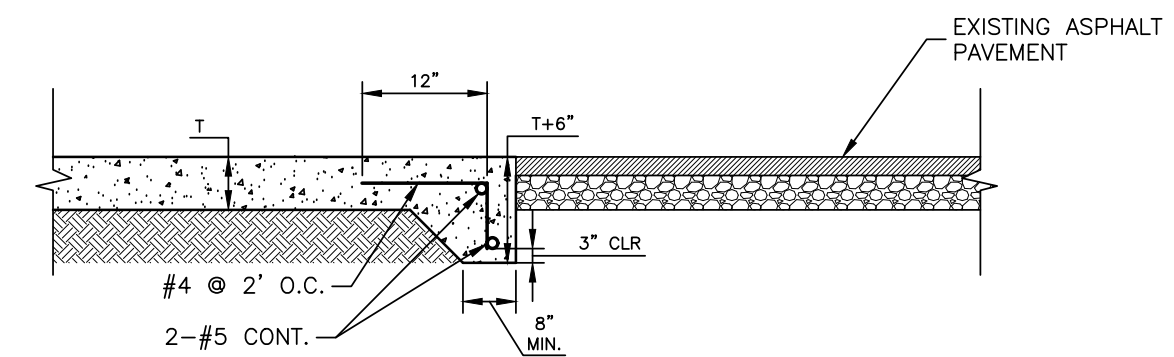
TOP REINFORCING PLAN



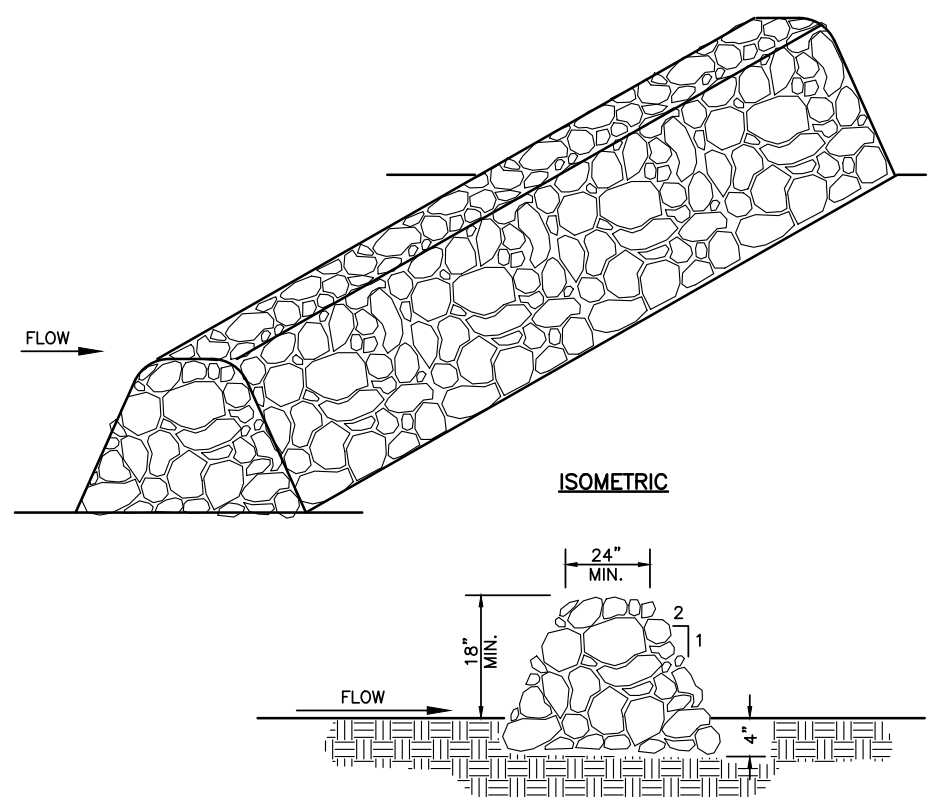
SECTION "A-A"

SECTION "B-B"

CURB INLET DETAILS



THICKENED CONCRETE EDGE DETAIL



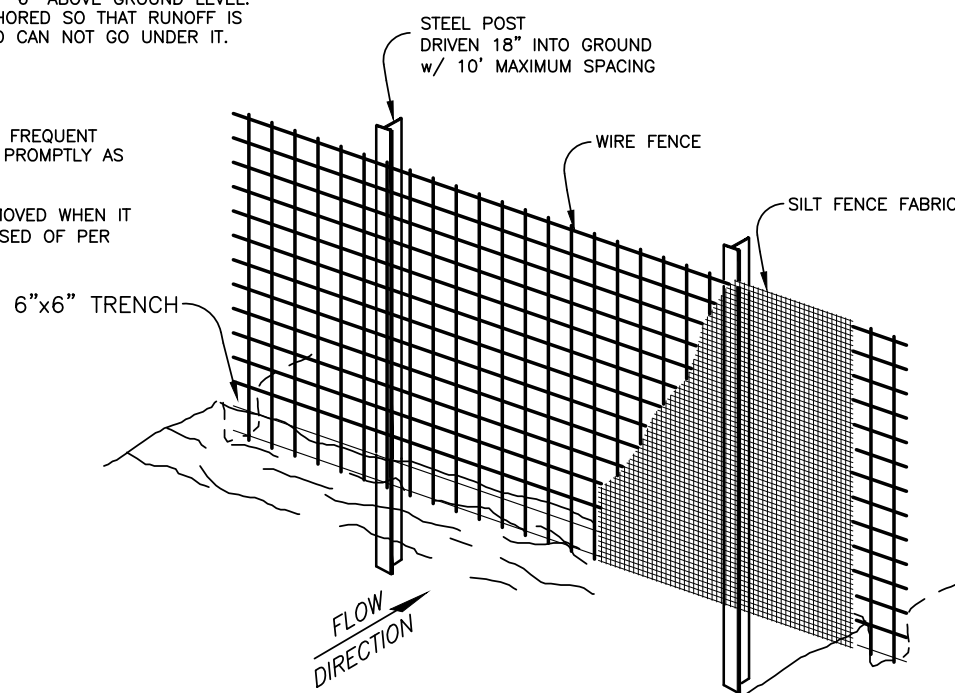
ROCK BERM DETAILS

1. USE ONLY OPEN-GRADED ROCK, WITH MOST OF THE FINES REMOVED.
2. STONE SHALL BE CRUSHED, MIN. 3" DIAMETER, MAX. 1 CU. FT. IN VOLUME.
3. THE ROCK BERM SHALL BE EMBEDDED INTO THE SOIL A MINIMUM OF 4 INCHES.
4. INSPECT BERM AFTER EACH RAIN. REPLACE STONE WHEN THE STRUCTURE FAILS TO SERVE ITS PURPOSE DUE TO SILT ACCUMULATION, WASHOUT OR DAMAGE.
5. REMOVE SILT WHEN IT REACHES A DEPTH OF 12 INCHES OR ONE-THIRD OF THE HEIGHT OF THE BERM, WHICHEVER IS LESS. DISPOSE OF SILT IN APPROVED LOCATIONS.
6. REMOVE BERM ONLY WHEN SITE IS COMPLETELY STABILIZED.

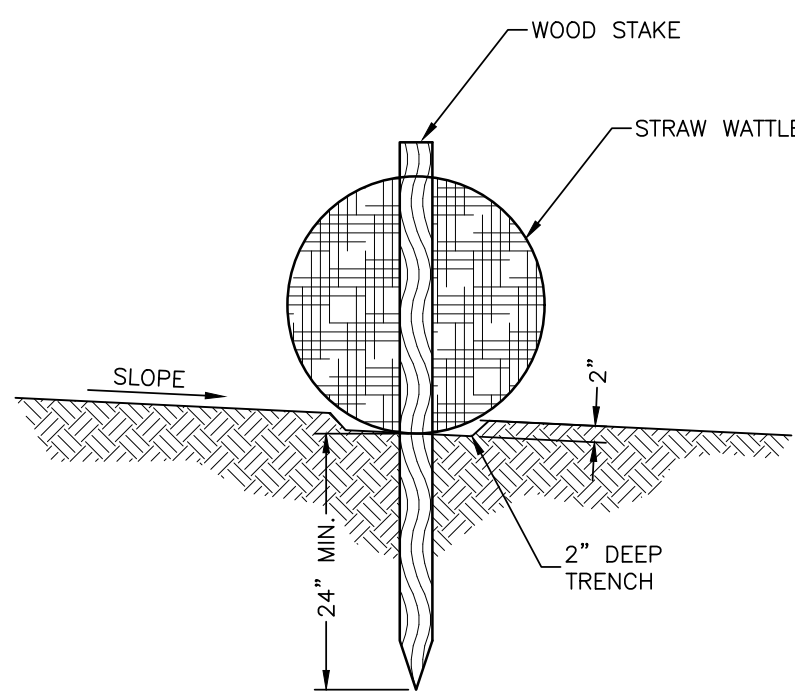
- STEPS FOR CONSTRUCTION:
- 1) DRIVE POST 18" INTO GROUND AND EXCAVATE A 6"x6" TRENCH UPHILL ALONG THE LINE OF POST.
 - 2) ATTACH WIRE FENCE TO THE POST AND EXTEND BOTTOM OF FENCE 6" INTO THE EXCAVATED TRENCH.
 - 3) ATTACH THE SILT FABRIC TO THE WIRE FENCE AND EXTEND THE BOTTOM OF THE FABRIC 6" INTO THE TRENCH.
 - 4) BACKFILL THE TRENCH WITH SOIL & COMPACT OR PLACE WASHED STONE TO THE HEIGHT OF 6" ABOVE GROUND LEVEL. BOTTOM OF FENCE MUST BE ANCHORED SO THAT RUNOFF IS FORCED THROUGH THE FENCE AND CAN NOT GO UNDER IT.

INSPECTION & MAINTENANCE:

- 1) INSPECTION OF FENCES SHALL BE FREQUENT AND REPAIR OR REPLACEMENT MADE PROMPTLY AS NEEDED.
- 2) ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 6" AND DISPOSED OF PER OWNER/ENGINEER.

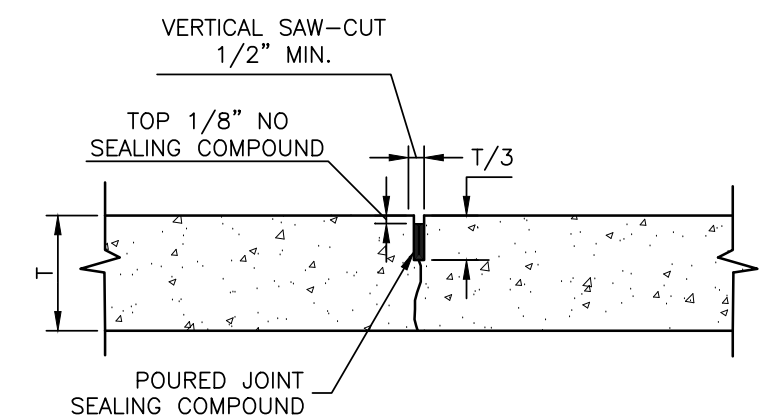


SILT FENCE DETAIL

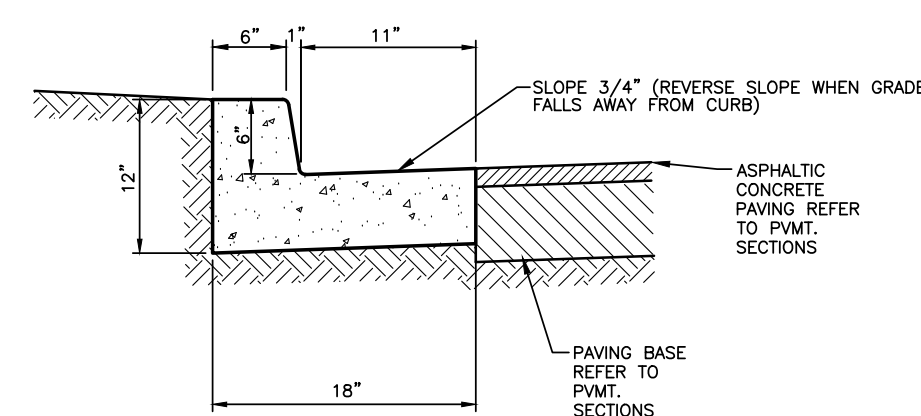


STRAW WATTLE DETAIL

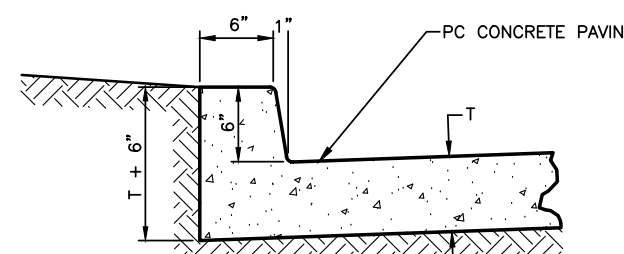
N.T.S.



CONTRACTION JOINT



TYPE "A"

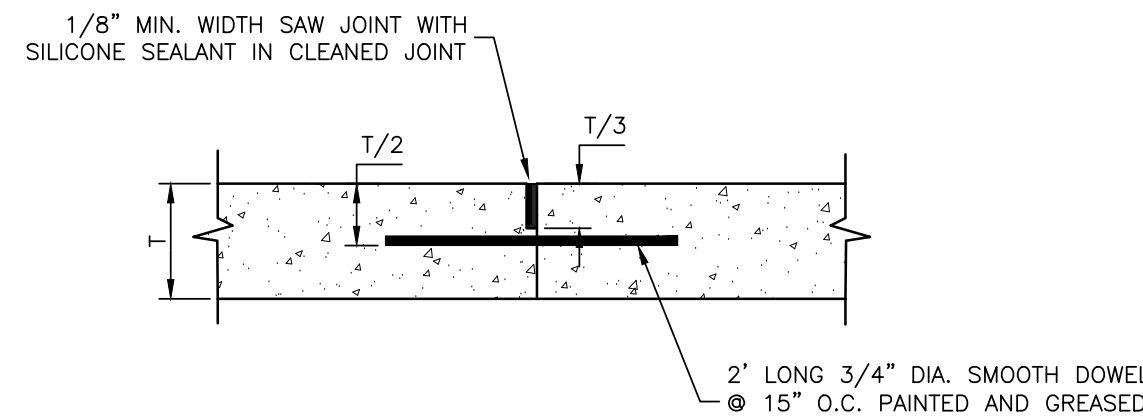


TYPE "B"

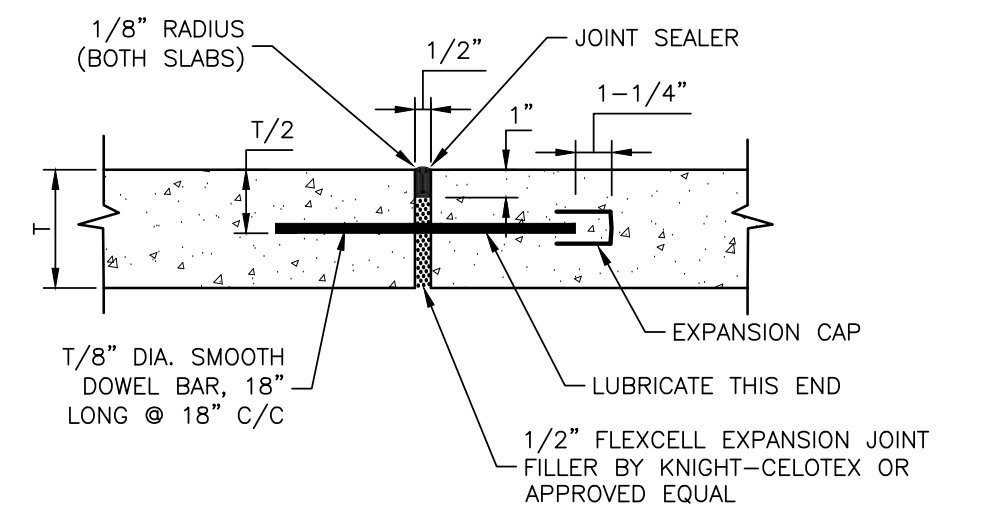
CURB & GUTTER DETAILS

NOTES:

1. TYPE "A" TO BE USED ON ASPHALTIC CONCRETE PAVING, AND TYPE "B" TO BE USED WITH CONCRETE.
2. CONCRETE FOR CURB AND GUTTER SHALL BE 3,600 P.S.I. AT 28 DAYS.

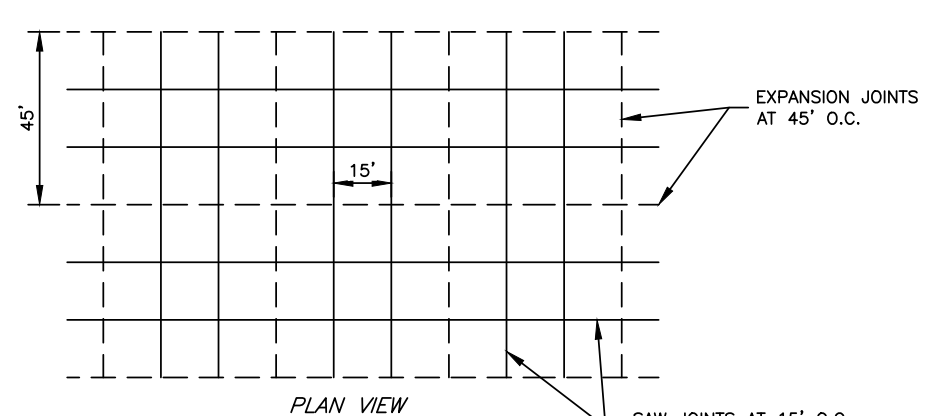


CONSTRUCTION JOINT



EXPANSION JOINT

N.T.S.



CONCRETE PAVING

CONCRETE PAVING JOINT DETAILS

NOTE:

PROVIDE EXPANSION JOINT WHERE CONC. PAVEMENT AND CURB AND GUTTER MEET OR CONSTRUCT MCWOLVING CURB AND GUTTER WITH CONCRETE PAVEMENT.

REFER TO GEOTECHNICAL REPORT FOR ANY CLARIFICATIONS AND / OR DISCREPANCIES.

SUBMITTAL / REVISIONS	DATE	BY
INITIAL SUBMITTAL	6-16-23	CCB
REVISED OVERWANG	6-19-23	AES
INITIAL CITY SUBMITTAL	8-9-23	AES
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DRAIN. REV./ CITY COMMENTS	1-3-2024	AES

BENCHMARK
DESIGN GROUP
CIVIL / ENVIRONMENTAL / PLANNERS

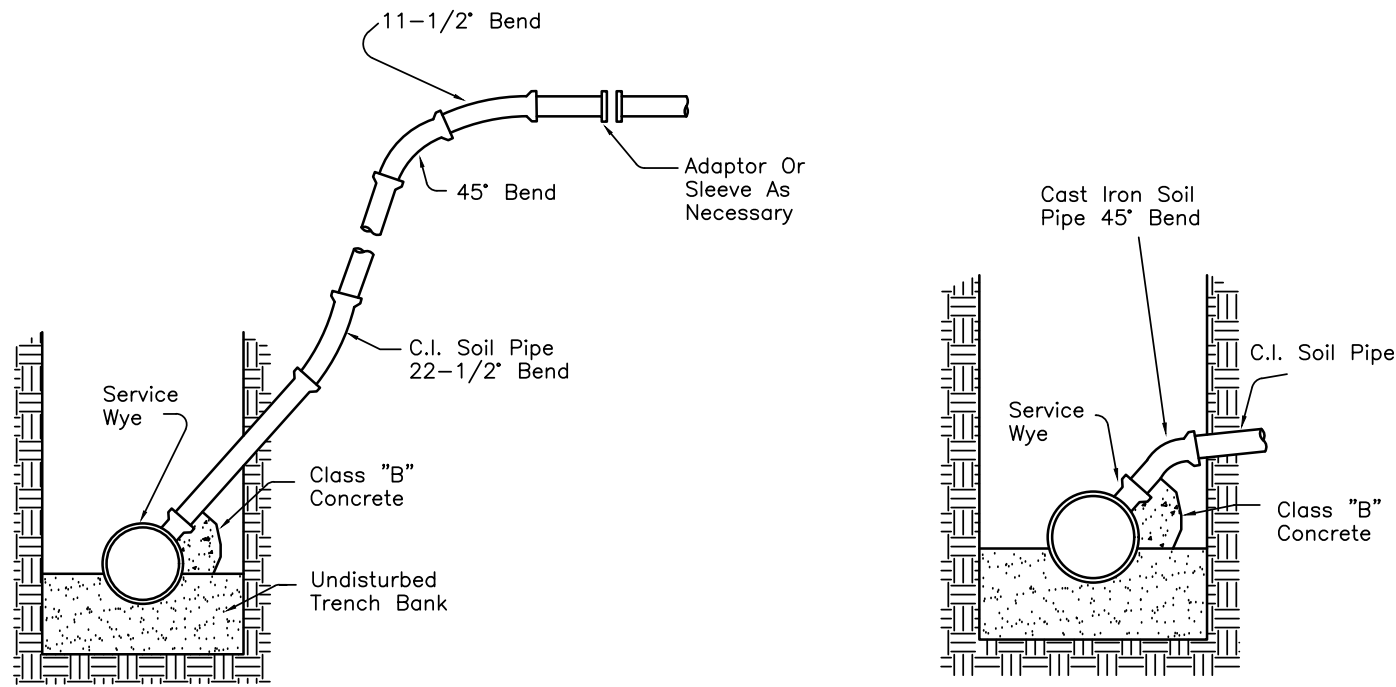


INTEGRITY URGENT CARE
ALVARADO, TX

DETAILS



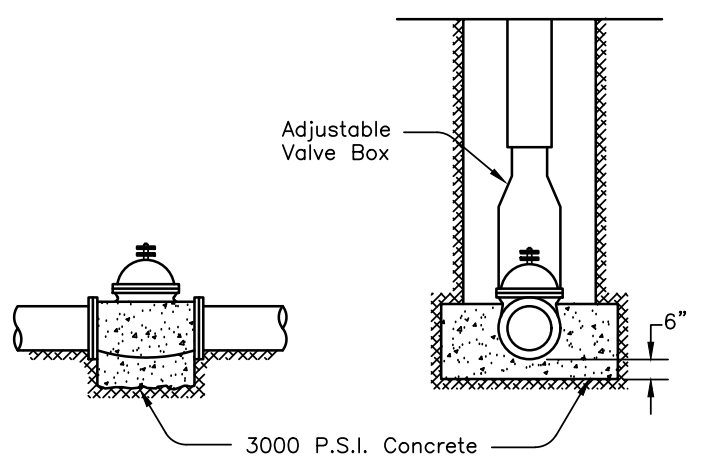
DRAWN BY:	CCB
CHECKED BY:	JGM
DATE:	MAY, 2023
JOB NO:	2023.035
SHEET NO.	C-10



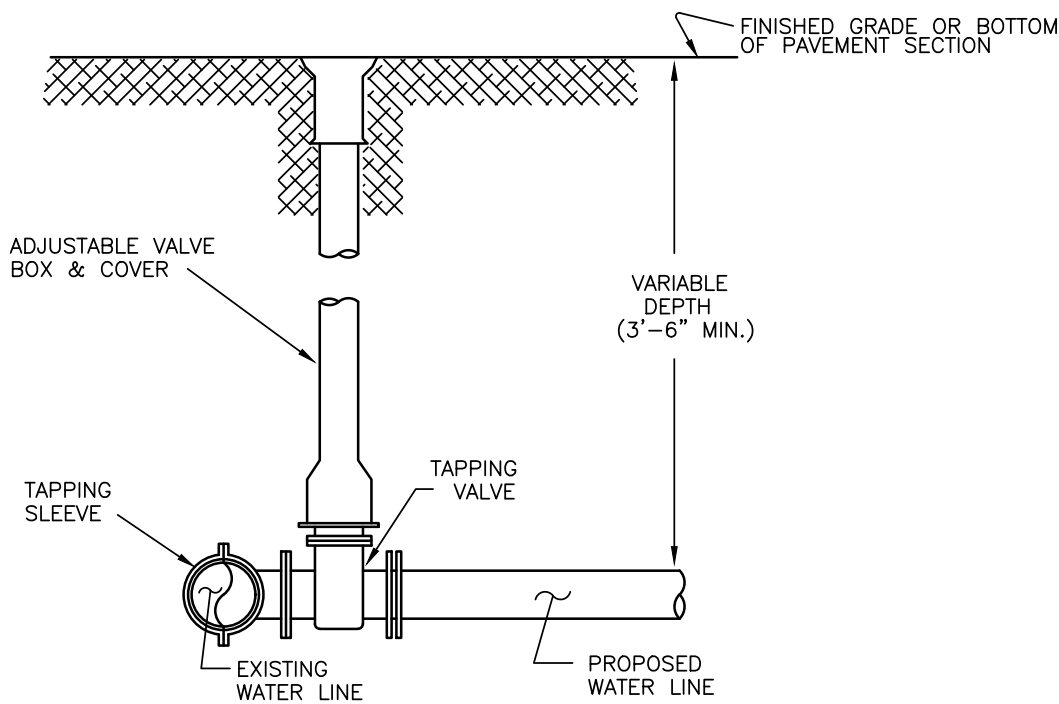
DEEP SEWER LINE RISER

NORMAL SEWER LINE RISER

GENERAL NOTE FOR SEWER SERVICE:
If tie-in to existing service is not completed at time of construction, plug end of new service and mark end with a painted 2"x4" board. Contractor shall also furnish owner completed plans indicating the location of the end of each sewer service by showing the distance to each of three existing points such as trees, water meters, etc.



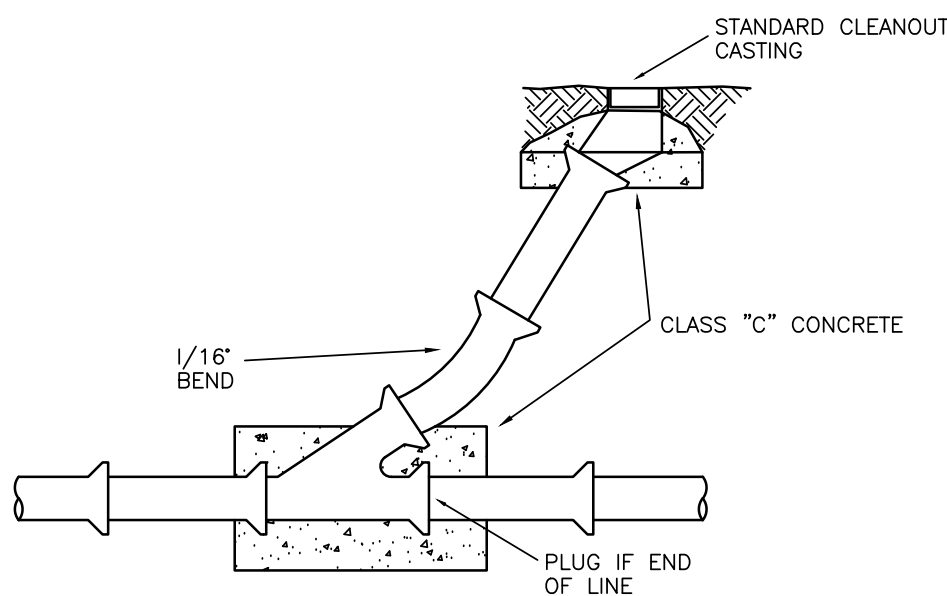
BLOCKING DETAIL FOR VALVES



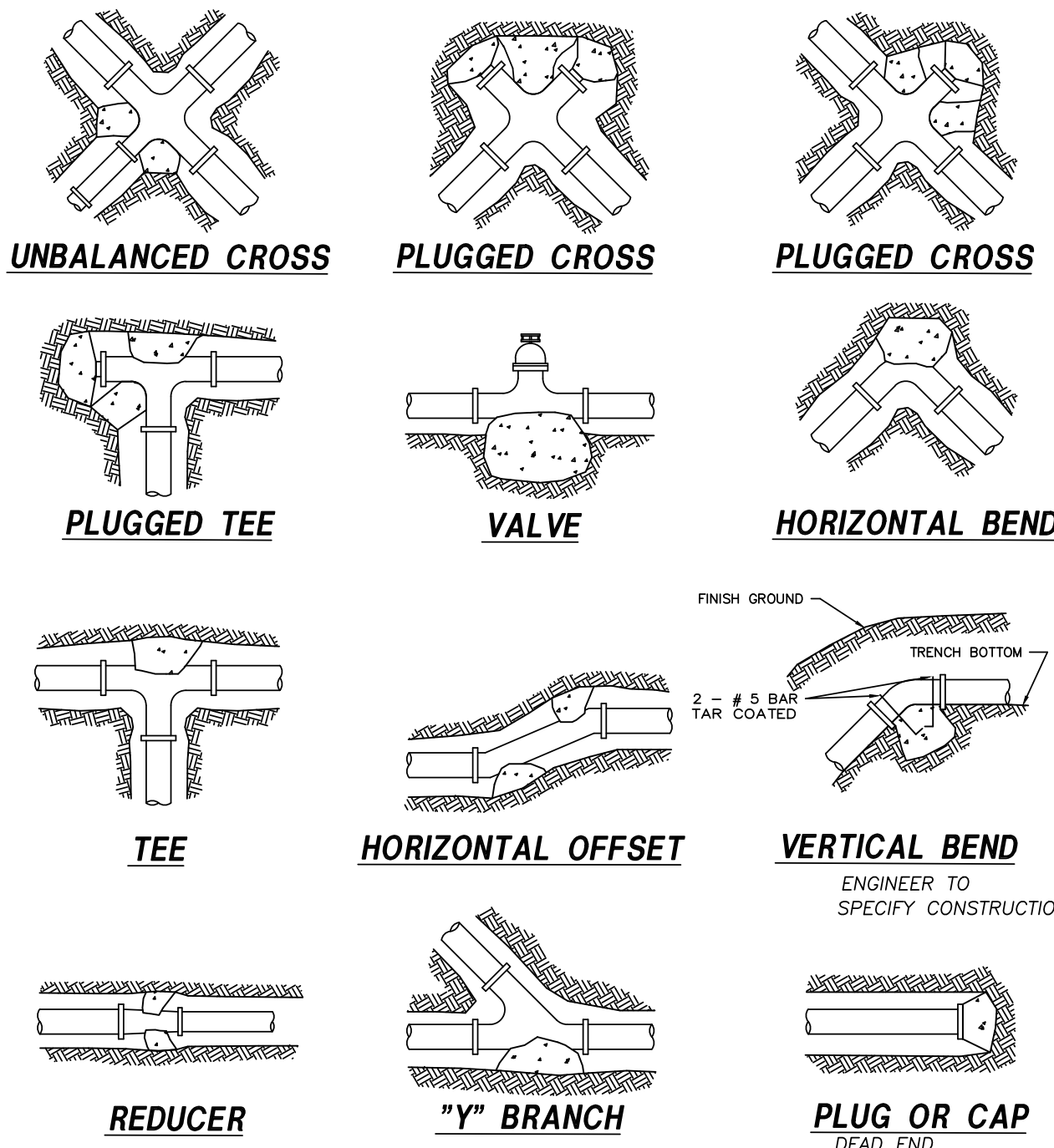
WATER LINE TIE-IN DETAIL

GENERAL NOTES FOR WATER CONSTRUCTION:

1. All work and materials shall be subject to City Engineers approval during construction and upon completion.
2. All concrete shall be of strengths shown hereon.
3. Unless otherwise approved, all water mains shall be placed a minimum depth of 3'-6" below top of proposed street curbs, or 36" of cover above pipe not located in street right of way.

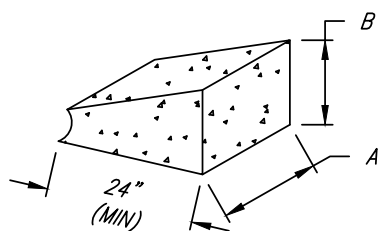


CLEANOUT DETAIL



GENERAL NOTES FOR THRUST BLOCKING:

1. ALL BLOCKING SHALL BE AGAINST UNDISTURBED HAND DUG SOIL.
2. WHERE SOIL CONDITIONS MAKE IT NECESSARY TO POUR CONCRETE BLOCKING OVER JOINTS, THE ENDS OF THE ADJACENT PIPES MUST HAVE A KICKER BLOCK TO RESIST MOVEMENT OF THESE JOINTS.
3. WEIGHT CALCULATIONS TO BE BASED ON THRUST DUE TO STATIC PRESSURE +50 % THRUST = 2 AP SIN 1/20 WHERE A=AREA OF PIPE, P=WATER PRESSURE.
4. WHERE BLOCKING OVER PLUG, PLUG SHOULD BE COVERED WITH PAPER TO PREVENT BINDING OF CONCRETE.
5. WHERE SHEAR BECOMES A PROBLEM PROPER REINFORCING MUST BE INSTALLED INTO THE BLOCKING.
6. CLEARANCE SHALL BE A MINIMUM OF 6" BETWEEN PIPE AND OBSTRUCTION.
7. CLEARANCE ON PIPES BELONGING TO OIL & GAS COMPANIES SHALL BE 18" UNLESS SPECIAL PERMISSION IS GIVEN BY THESE COMPANIES.
8. PROVIDE MINIMUM BEARING AREA IN S.E. AS FOLLOWS BASED ON 150 PSI TEST PRESSURE AND SOIL BEARING PRESSURE SPECIFIED IN GEOTECHNICAL INVESTIGATION.
9. FITTINGS TO BE SEPARATED FROM THRUST BLOCK WITH 2 LAYER OF 8 MIL. POLYETHYLENE.
10. ALL TIE DOWN RODS SHALL BE TAR COATED.
11. ALL CONCRETE SHALL HAVE A MINIMUM STRENGTH OF 3,000 PSI.
12. FOR FIRE HYDRANTS, THRUST BLOCK A=39", B=33", LENGTH=36"

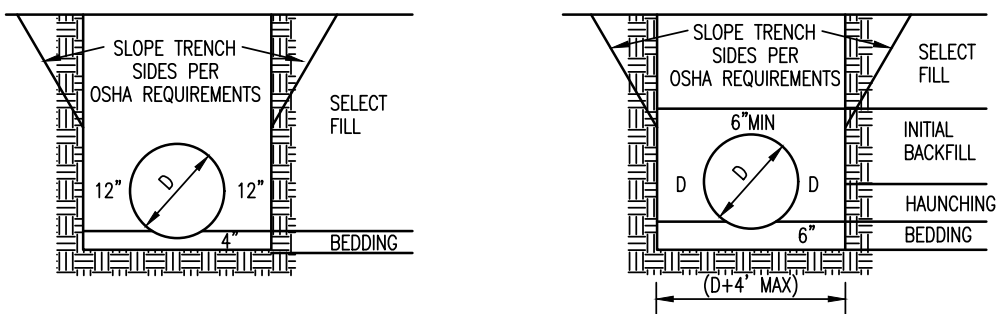


THRUST BLOCKING CALCULATIONS

FITTING SIZE	TEES & PLUGS		90° BENDS		45° BENDS & WYES		REDUCERS & 22 1/2° BENDS		11 1/4° BENDS	
	A	B	A	B	A	B	A	B	A	B
4"	1'-8"	1'-6"	2'-0"	1'-6"	2'-0"	1'-6"	1'-6"	0'-9"	1'-6"	0'-9"
6"	2'-8"	2'-0"	3'-3"	2'-9"	2'-6"	2'-0"	2'-6"	1'-0"	1'-6"	0'-6"
8"	3'-6"	3'-0"	4'-3"	3'-6"	3'-8"	2'-6"	2'-3"	2'-0"	1'-6"	1'-0"
10"	4'-3"	4'-0"	4'-6"	5'-3"	4'-0"	3'-3"	3'-0"	2'-3"	1'-6"	1'-0"
12"	5'-6"	4'-6"	6'-8"	5'-0"	4'-6"	4'-0"	3'-6"	2'-9"	2'-0"	1'-0"

THRUST BLOCKING DETAIL

SCALE: NTS



REINFORCED CONCRETE PIPE

1. SELECT FILL SHALL BE SELECT MATERIAL, FREE OF LARGE ROCKS (3"+) AND SHALL BE PLACED IN 8" MAX. LOOSE LIFTS AND COMPACTED TO 95% STANDARD PROCTOR.

FLEXIBLE PIPE - INCLUDES CORRUGATED METAL PIPE, CORRUGATED POLYETHYLENE AND/OR POLYVINYL CHLORIDE PIPE.

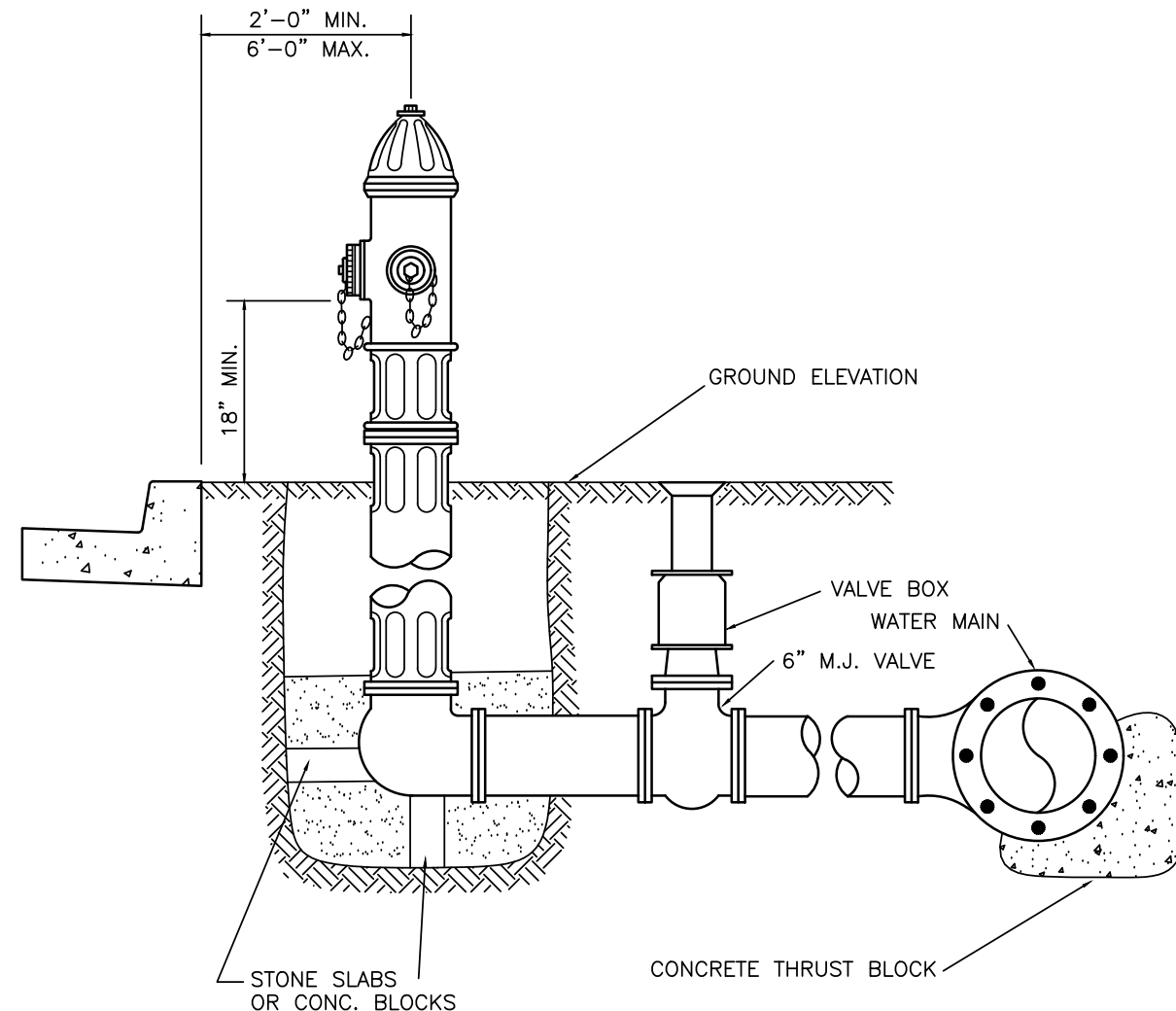
1. HAUNCHING AND INITIAL BACKFILL MATERIAL AND SHALL BE COMPACTED TO 95% STANDARD PROCTOR. MATERIAL SHALL BE CLASS I OR II (REF. ASTM D2321) PROCESSED GRANULAR MATERIAL.
2. SELECT FILL PLACEMENT AND COMPACTION SAME AS FOR RCP.

TRENCH & BEDDING DETAILS

NOT TO SCALE

GENERAL NOTES:

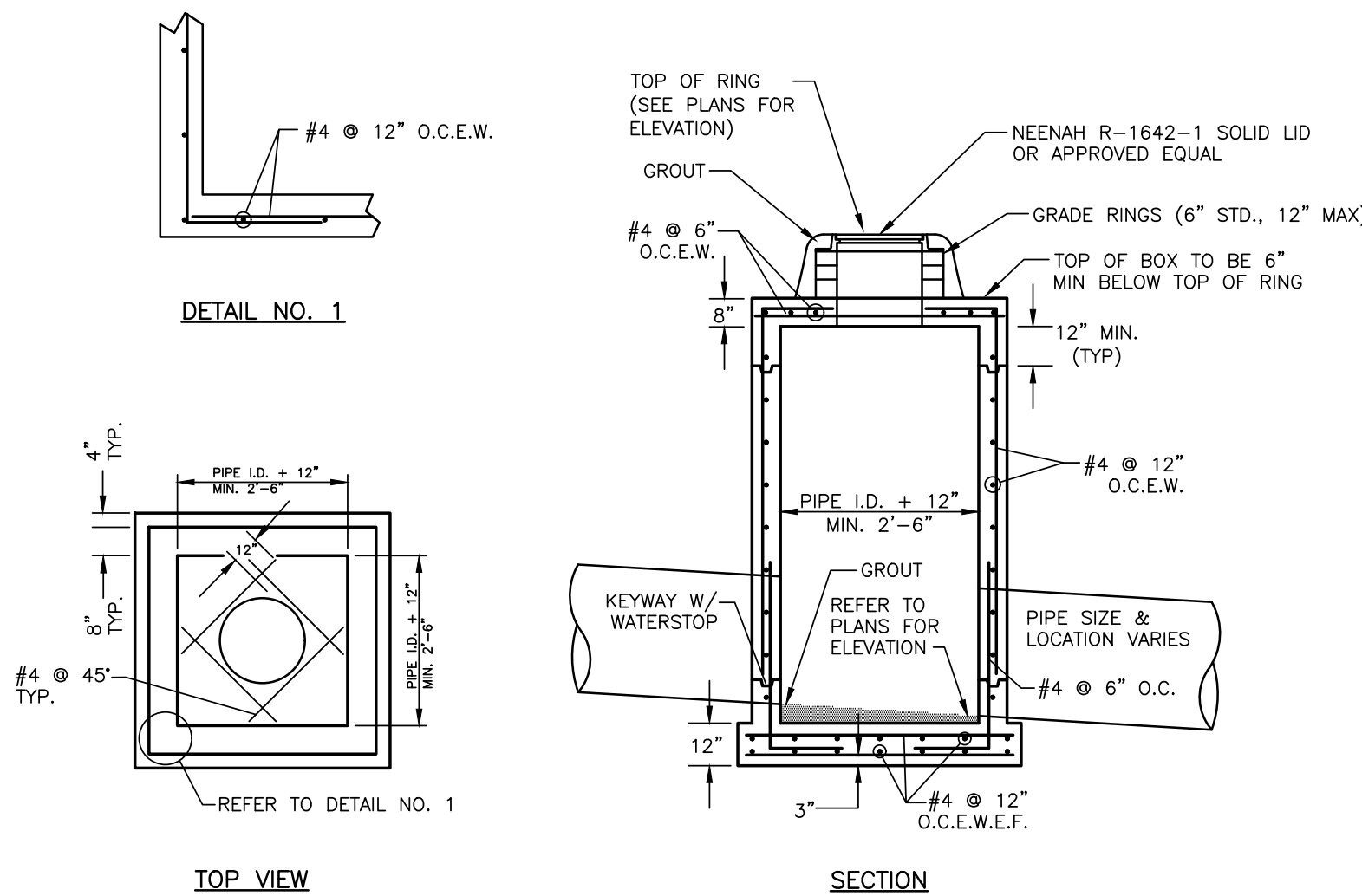
1. All utility locations to be field verified by proper agencies before beginning construction.
2. All side ditches to be cleaned and/or regraded to provide proper drainage.
3. All slopes not otherwise noted shall be 3:1 or flatter.
4. All areas not otherwise surfaced to be seeded, mulched, watered and maintained until an adequate stand of grass is obtained.
5. Riprap shall be placed on all slopes steeper than 3:1 unless noted otherwise.
6. Unless otherwise specified, all slopes to be covered with a minimum of 4" of topsoil.
7. PIPE EMBEDMENT: PVC pipe should be installed with proper bedding providing longitudinal support under the pipe. Backfill material should be worked under the sides of the pipe to provide satisfactory haunching. Initial backfill material should be placed to a sufficient height over the top of the pipe for impact protection during final backfill. All pipe embedment material should be selected and placed carefully, avoiding stones over 1.5 inches in diameter, frozen lumps and debris. Proper compaction of the haunching materials, that section of the embedment extending from the bottom of the pipe to the springline, should be performed to provide soil densities compacted to 95% standard proctor.
8. FINAL BACKFILL: After placement and compaction of pipe embedment materials, the balance of backfill materials may be machine placed and should contain no large stones or rocks, frozen material or debris, and compacted to 95% standard proctor.



TYPICAL FIRE HYDRANT INSTALLATION

GENERAL NOTES FOR FIRE HYDRANTS:

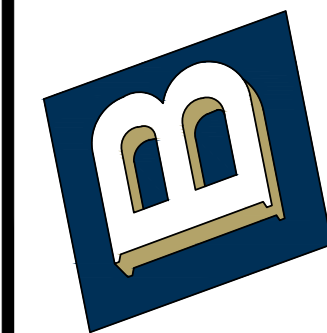
1. Drainage bed shall consist of crushed stone or coarse gravel with coarse sand, minimum volume 7 cu. ft., drain bed shall extend a min. of 6" above drain outlet.
2. Use 6" C.I. nipple with M.J. retainer glands if distance between valve and fire hydrant must be greater than 17".
3. Fire hydrant shall be installed plumb.
4. Fire hydrant to be blocked against firm soil as shown.
5. Large nozzle shall face road unless otherwise noted. Rotate barrel as required.
6. Hydrant should not be set closer than 4' to obstructions that are in line with nozzle.
7. M.J. Anchor Tee for 16" and smaller. When using regular M.J. Tee use 13" adapter nipple between tee and valve.
- 7A. Tapping saddle may be used on ductile iron mains larger than 16" diameter.
8. Saddles shall be equal to manufactures by American Cast Iron Pipe Co. They shall be field coated with cold tar enamel.
9. Fire hydrants shall be per City requirements, with city fire hose threads. Contractor shall verify City specified hydrant. If City standards do not specify, use Mueller D 423 NST3 way 6-inch mechanical joint.



JUNCTION BOX DETAIL

SUBMITTAL / REVISIONS	DATE	BY
INITIAL SUBMITTAL	6-16-23	CCB
REVISED OVERLAP	6-19-23	AES
INITIAL CITY SUBMITTAL	8-9-23	AES
CITY COMMENTS	9-15-23	CCB
CITY COMMENTS	11-20-23	CCB
DRAIN. REV./ CITY COMMENTS	1-3-2024	AES

BENCHMARK
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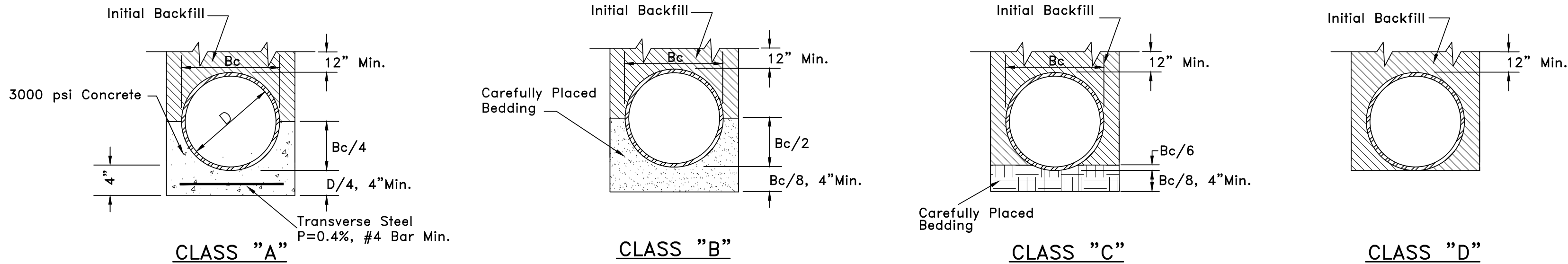
INTEGRITY URGENT CARE
ALVARADO, TX

DETAILS

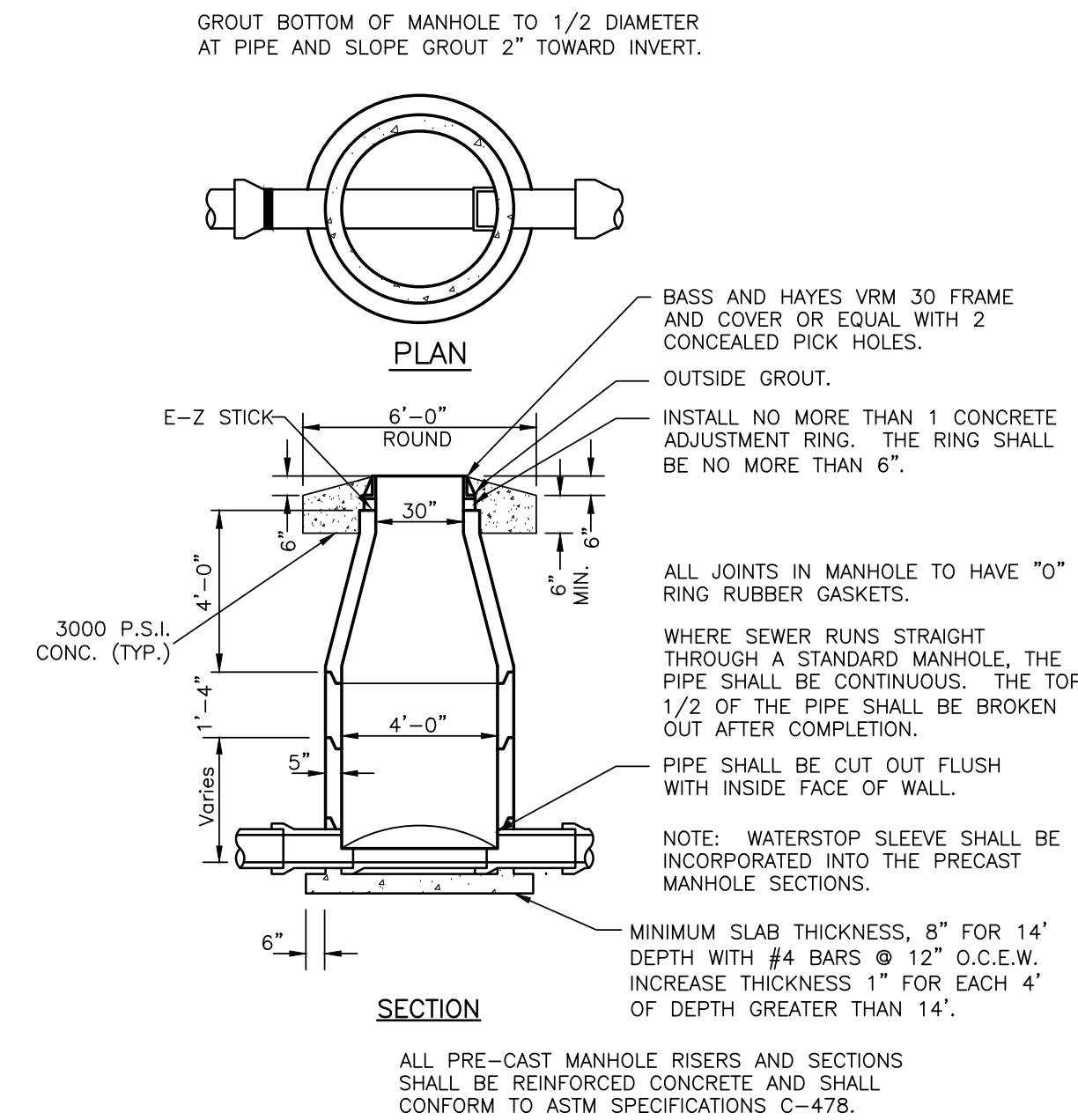


DRAWN BY:	CCB
CHECKED BY:	JGM
DATE:	MAY, 2023
JOB NO:	2023.035
SHEET NO.	C-11

F:\Projects\2023\035 Xpress Wellness - Alvarado.dwg, 1/3/2024 11:11:07 AM, Andrew



CLASSES OF PIPE BEDDING
N.T.S.



SANITARY SEWER MANHOLE DETAIL
NOT TO SCALE

NOTES

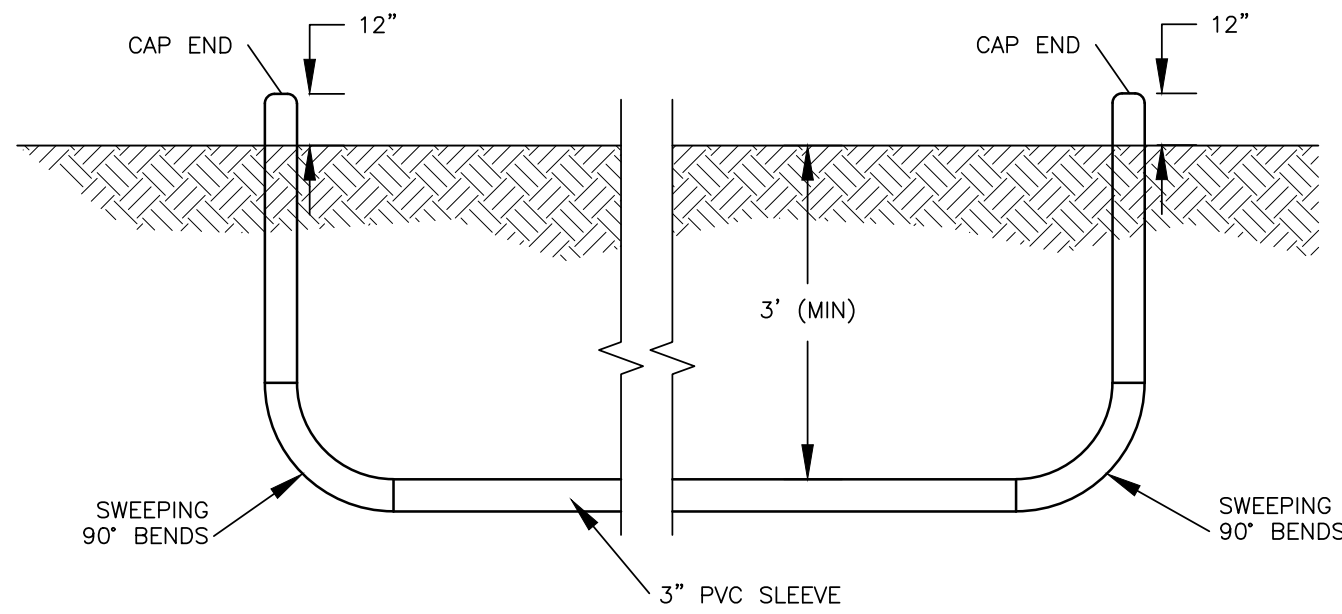
- DO NOT POUR ADDITIONAL CONCRETE ON OR BEYOND OUTSIDE FACE OF MANHOLE.
- USE A MINIMUM OF 1 NIPPLE AT EACH END OF MANHOLE.
- PIPE OPENING IN PRE-CAST CONCRETE UNITS SHALL BE EQUAL TO O.D. OF PIPE PLUS 6" MAXIMUM.
- DO NOT USE BRICK, BLOCK, OR TIMBER TO SUPPORT PIPE OR NIPPLES OUTSIDE OF MANHOLE.

MANHOLES

ALL MANHOLES ARE TO BE CONSTRUCTED AND TESTED ACCORDING TO TITLE 30 ENVIRONMENTAL QUALITY PART I. TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) CHAPTER 217. DESIGN CRITERIA FOR DOMESTIC WASTEWATER SYSTEMS (TAC 30, RULE 217.55, LATEST EDITION)

WATERTIGHT, SIZE-ON-SIZE RESILIENT CONNECTORS ALLOWING FOR DIFFERENTIAL SETTLEMENT SHALL BE USED TO CONNECT PIPE TO MANHOLES. PIPE TO MANHOLE CONNECTORS SHALL CONFORM TO ASTM C-923, OTHER TYPES OF CONNECTORS MAY BE USED WHEN APPROVED BY THE TCEQ.

MANHOLES SHALL BE TESTED FOR LEAKAGE SEPARATELY AND INDEPENDENTLY OF THE WASTEWATER LINES BY HYDROSTATIC EXFILTRATION TESTING, VACUUM TESTING OR OTHER METHODS ACCEPTABLE TO THE TCEQ AND THE ENTITY HAVING JURISDICTION. IF A MANHOLE FAILS A LEAKAGE TEST, THE MANHOLE MUST BE MADE WATER TIGHT AND RETESTED.



UTILITY SLEEVE DETAIL
N.T.S.

NOTES:

- ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION, WITH THE EXCEPTION THAT THE INITIAL BACKFILL MAY EXTEND TO THE CROWN OF THE PIPE. SOIL CLASSIFICATIONS ARE PER THE LATEST VERSION OF ASTM D2321, CLASS IVB MATERIALS (MH, CH) AS DEFINED IN PREVIOUS VERSIONS OF ASTM D2321 ARE NOT APPROPRIATE BACKFILL MATERIALS.
- MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.
- FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
- BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" FOR 12"-24" DIAMETER PIPE; 6" FOR 30"-60" DIAMETER PIPE. THE MIDDLE 1/3 BENEATH THE PIPE INVERT SHALL BE LOOSELY PLACED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.
- INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II, III, OR IV IN THE PIPE ZONE EXTENDING TO THE CROWN OF THE PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION. COMPACTION SHALL BE SPECIFIED BY THE ENGINEER IN ACCORDANCE WITH TABLE 3 FOR THE APPLICABLE FILL HEIGHTS LISTED. PLEASE NOTE, CLASS IV MATERIAL HAS LIMITED APPLICATION AND CAN BE DIFFICULT TO PLACE AND COMPACT; USE ONLY WITH THE APPROVAL OF A SOIL EXPERT.
- MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS: CLASS I OR II MATERIAL COMPACTED TO 90% STD AND CLASS III COMPACTED TO 95% STD IS REQUIRED. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H IS 12" UP TO 48" DIAMETER PIPE AND 24" OF COVER FOR 60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT. CLASS IV MATERIALS ARE NOT RECOMMENDED AS BACKFILL. FOR TRAFFIC APPLICATION WITH LESS THAN 72" OF COVER MEASURED FROM TOP OF PIPE TO TOP OF SURFACE.

N-12 HP STORM TRENCH INSTALLATION DETAIL
N.T.S.

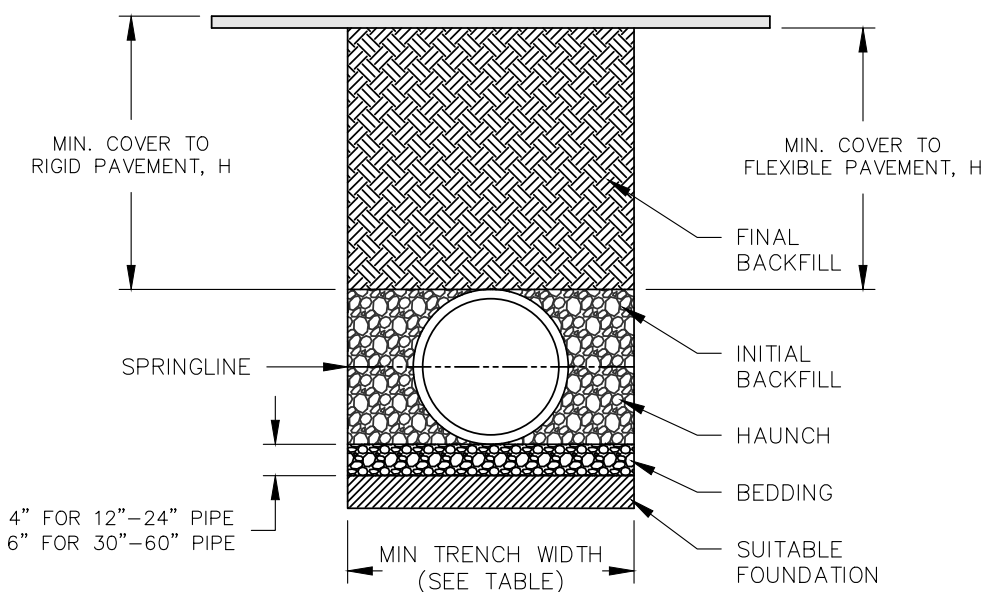


TABLE 3, MAXIMUM COVER FOR ADS N-12 HP PIPE, ft

PIPE DIA	CLASS I		CLASS II		CLASS III		CLASS IV	
	COMPACTED	95%	90%	85%	95%	90%	85%	85%
12" (300mm)	39 (11.9m)	27 (8.2m)	20 (6.1m)	15 (4.6m)	21 (6.4m)	16 (4.9m)	14 (4.3m)	13 (4.0m)
15" (375mm)	42 (12.8m)	29 (8.8m)	21 (6.4m)	16 (4.9m)	22 (6.7m)	17 (5.2m)	15 (4.6m)	14 (4.3m)
18" (450mm)	36 (11.0m)	25 (7.6m)	18 (5.5m)	13 (4.0m)	19 (5.8m)	14 (4.3m)	13 (3.7m)	12 (3.7m)
24" (600mm)	31 (9.4m)	22 (6.7m)	16 (4.9m)	11 (3.4m)	16 (4.9m)	12 (3.7m)	11 (3.4m)	10 (3.0m)
30" (750mm)	36 (11.0m)	25 (7.6m)	18 (5.5m)	13 (4.0m)	19 (5.8m)	14 (4.3m)	13 (3.7m)	12 (3.7m)
36" (900mm)	32 (9.8m)	23 (7.0m)	16 (4.9m)	11 (3.4m)	16 (4.9m)	12 (3.7m)	11 (3.4m)	10 (3.0m)
42" (1050mm)	37 (11.3m)	25 (7.6m)	18 (5.5m)	13 (4.0m)	18 (5.5m)	13 (4.0m)	12 (3.7m)	9 (2.7m)
48" (1200mm)	35 (10.7m)	24 (7.3m)	17 (5.2m)	12 (3.7m)	17 (5.2m)	13 (4.0m)	11 (3.4m)	9 (2.7m)
60" (1500mm)	37 (11.3m)	25 (7.6m)	18 (5.5m)	13 (4.0m)	18 (5.5m)	13 (4.0m)	11 (3.4m)	10 (3.0m)

FILL HEIGHT TABLE GENERATED USING AASHTO SECTION 12, LOAD RESISTANCE FACTOR DESIGN (LRFD) PROCEDURE WITH THE FOLLOWING ASSUMPTIONS:
HEIGHT OF WATER (hw) = CROWN +1', UNIT WEIGHT OF SOIL (w) = 120 PCF

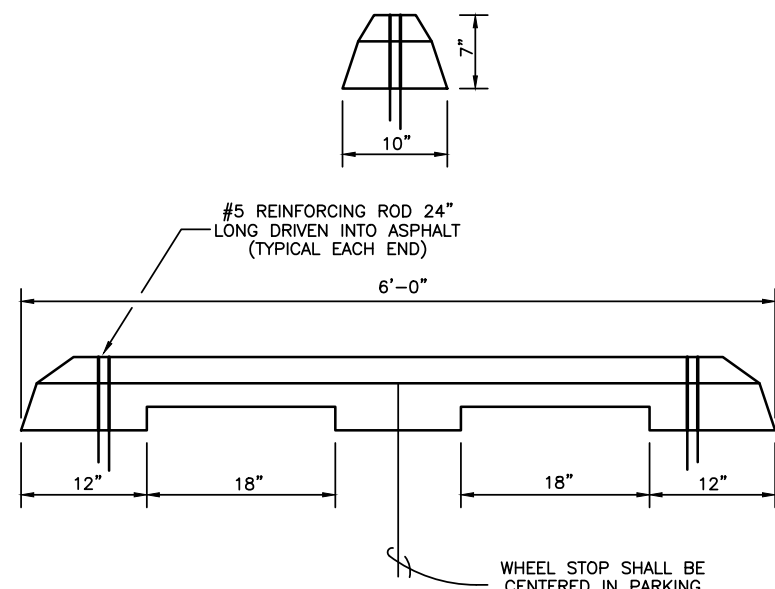
TABLE 1, RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIAM.	MIN TRENCH WIDTH
12" (300mm)	30" (750mm)
15" (375mm)	34" (860mm)
18" (450mm)	39" (990mm)
24" (600mm)	48" (1200mm)
30" (750mm)	56" (1420mm)
36" (900mm)	64" (1620mm)
48" (1200mm)	80" (2030mm)
60" (1500mm)	96" (2440mm)

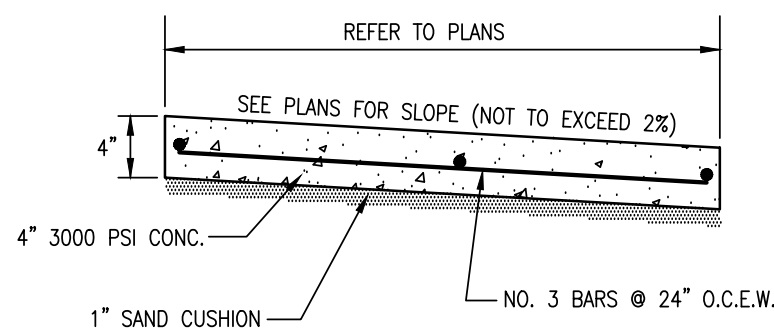
TABLE 2, MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS

PIPE DIAM.	SURFACE LIVE LOADING CONDITION	
	H-25	HEAVY CONSTRUCTION (75T AXLE LOAD) *
12"-48"	12"	48"
60"	24"	60"

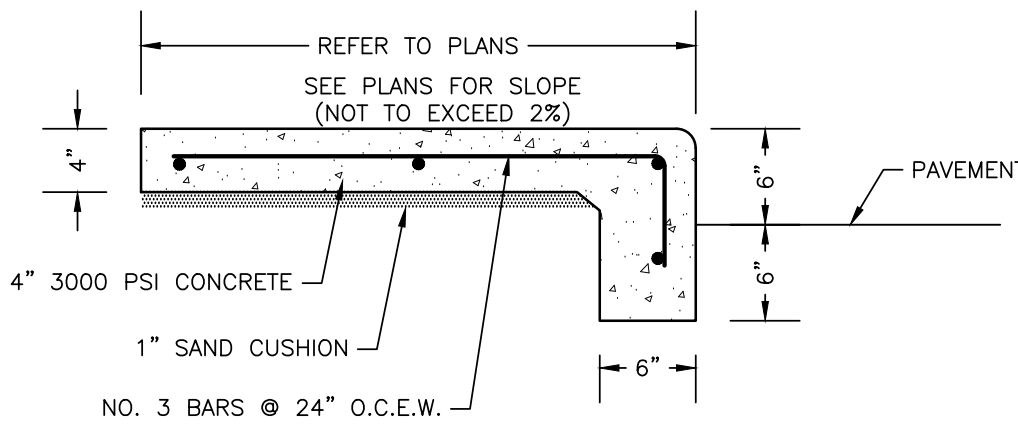
*VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER



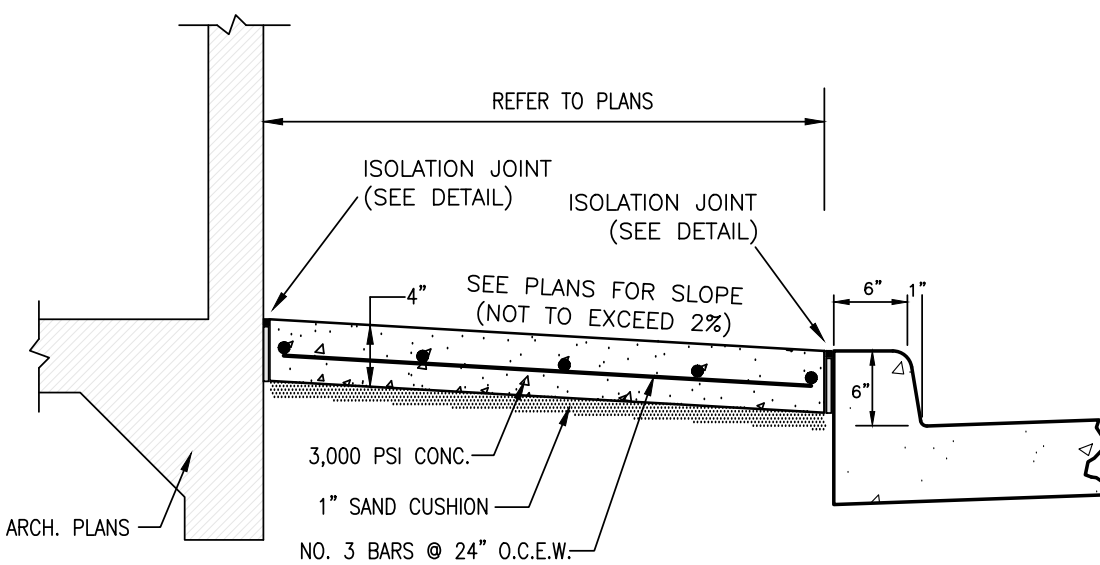
WHEEL STOP DETAIL



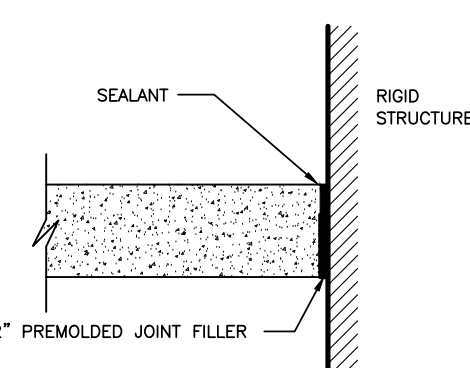
SIDEWALK SECTION
N.T.S.



SIDEWALK AT EDGE OF PAVEMENT
N.T.S.



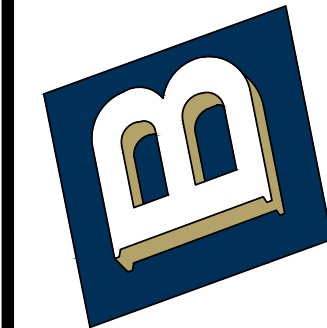
SIDEWALK @ BUILDING SECTION
N.T.S.



ISOLATION JOINT
N.T.S.

SUBMITTAL / REVISIONS	DATE	BY
INITIAL SUBMITTAL	6-16-23	CCB
REVISED OVERLAP	6-19-23	AES
INITIAL CITY SUBMITTAL	8-9-23	AES
CITY COMMENTS	9-15-23	CCB
CITY COMMENTS	11-20-23	CCB
DRAIN. REV./ CITY COMMENTS	1-3-2024	AES

BENCHMARK
DESIGN GROUP
CIVIL / ENVIRONMENTAL / PLANNERS



INTEGRITY URGENT CARE
ALVARADO, TX

DETAILS



DRAWN BY: CCB

CHECKED BY: JGM

DATE: MAY, 2023

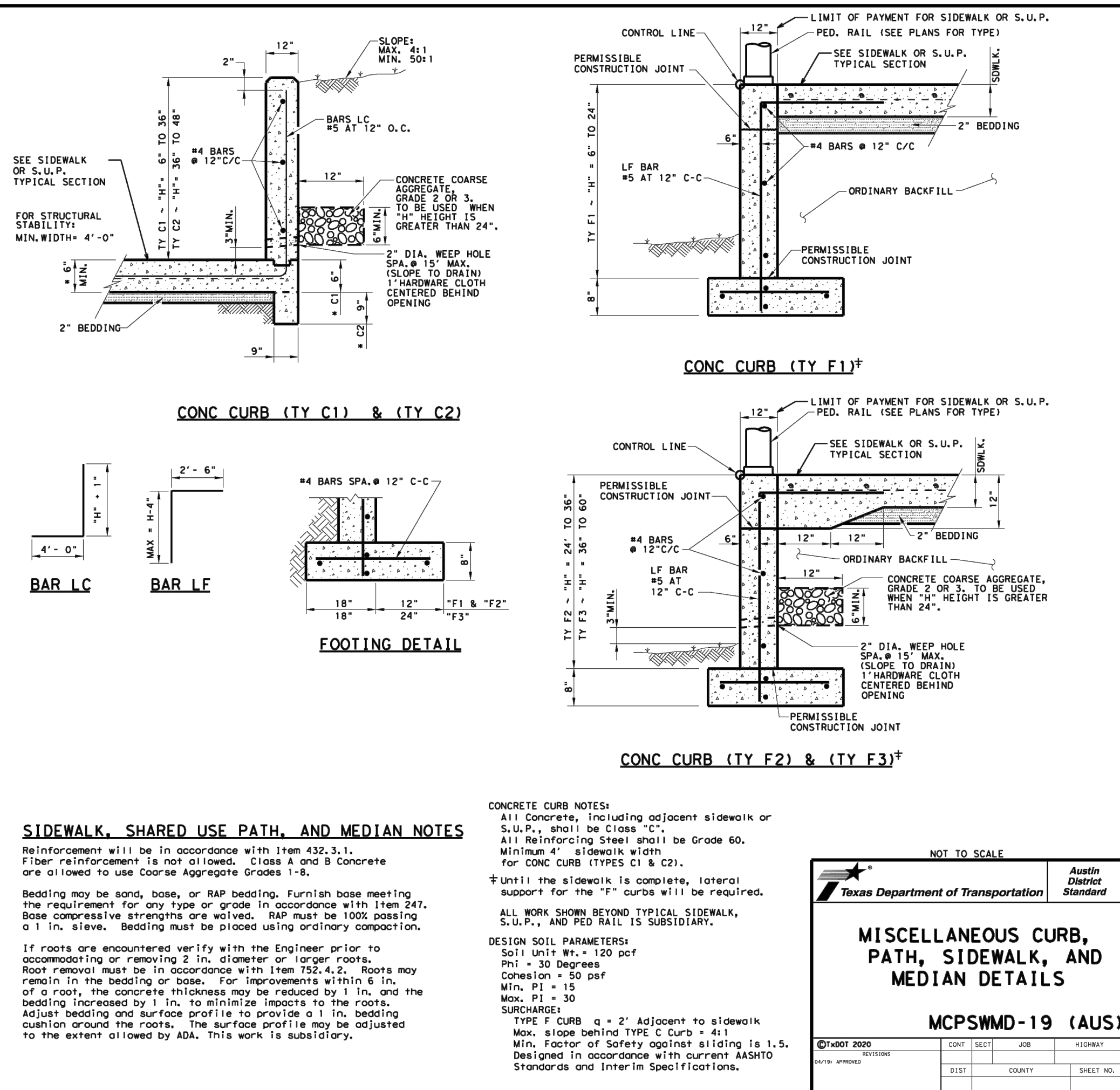
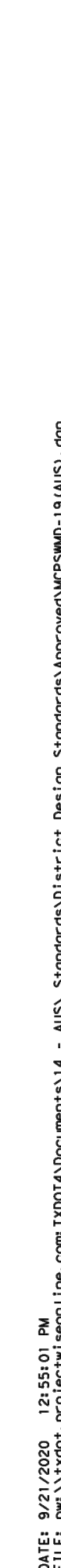
JOB NO: 2023.035

SHEET NO.

C-12

TE:
F:

DISCLAIMER:
The use of the
TxDOT assume



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2026 REPUBLIC DRIVE SUITE B TYLER TEXAS 75701 • (936) 334-5353 • FIRMA NUMBER 77814 • WWW.BENCHMARK-ENGINEERS.COM

INTEGRITY URGENT CARE ALVARADO, TX	TxDOT PRECAST SAFETY END TREATMENT DETAILS
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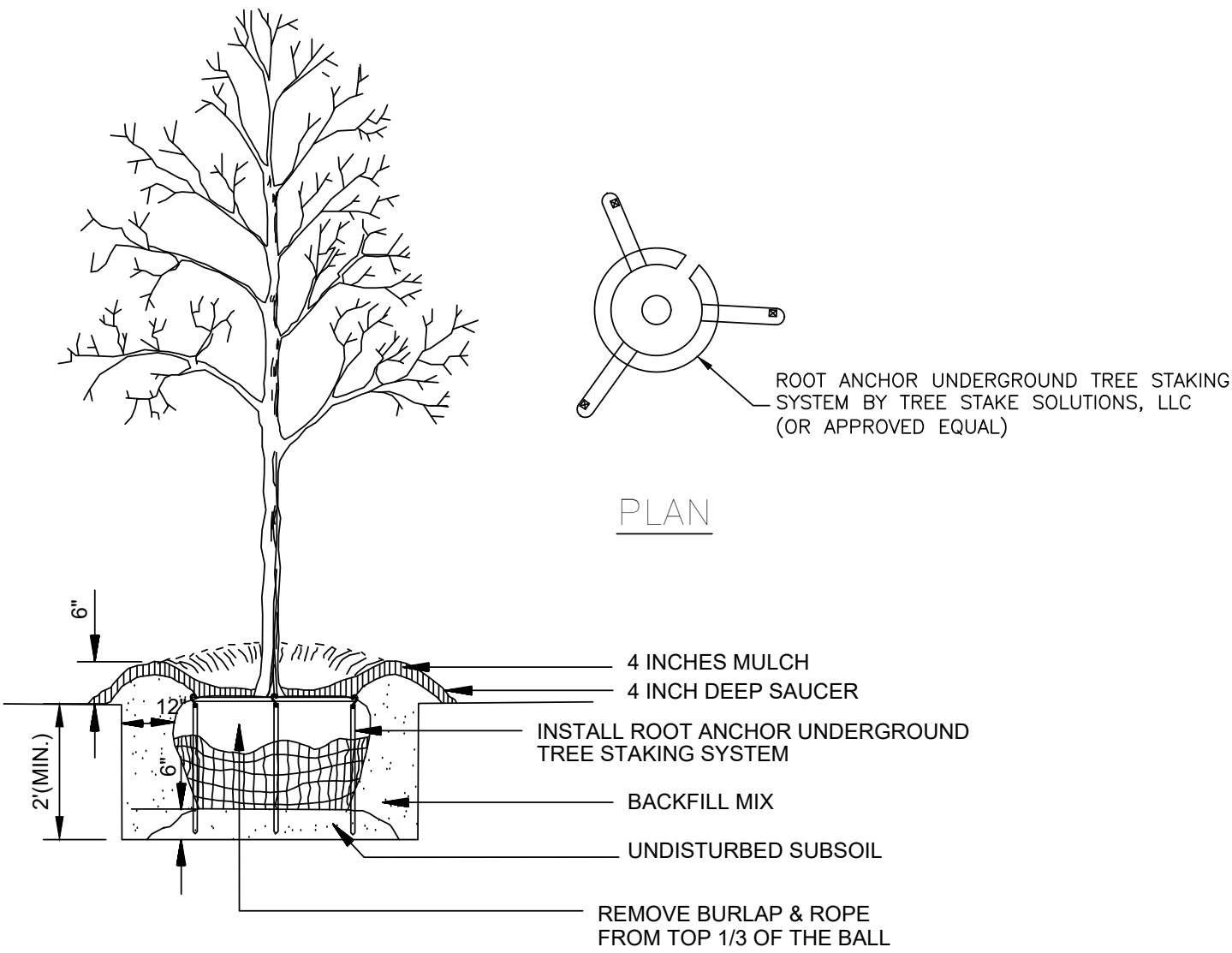
 BENCHMARK DESIGN GROUP OFFICE OF ENVIRONMENTAL AFFAIRS	
DRAWN BY:	CCB
CHECKED BY:	JGM
DATE:	MAY, 2023
JOB NO:	2023.035
SHEET NO. C-13	

GENERAL LANDSCAPE NOTES:

TREES OVERHANGING SIDEWALKS, DRIVEWAYS OR PEDESTRIAN AREAS SHALL HAVE A MINIMUM CLEAR TRUNK BRANCHING HEIGHT OF SEVEN (7') FEET.
TREES OVERHANGING VISIBILITY EASEMENTS OR RIGHT-OF-WAYS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF NINE (9') FEET.
TREES OVERHANGING PUBLIC STREET PAVEMENT, DRIVE AISLES, AND FIRELANES WILL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF FOURTEEN (14') FEET.
ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION, AND MUST BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE IF DAMAGED, DESTROYED, OR REMOVED.
LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS.
HARDWOOD MULCH SHALL BE PLACED AT A MINIMUM 4" DEPTH THROUGHOUT LANDSCAPED BEDS.
NO TREE OR SHRUB SHALL BE PLANTED IN ANY SERVITUDE OR EASEMENT WITHOUT THE WRITTEN PERMISSION OF THE USER AGENCY(IES).

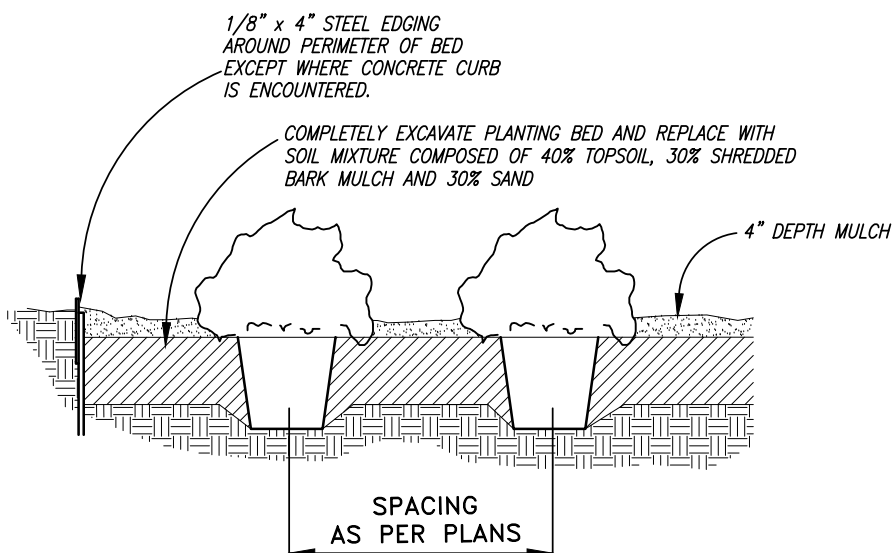
IRRIGATION NOTES

VERIFY "STATIC" PRESSURE AVAILABLE AT THE SITE AND NOTIFY THE ENGINEER IF LESS THAN 55 P.S.I.
AN 18" DEPTH TRENCH SHALL BE REQUIRED FOR ALL PRESSURE LINES. A 12" DEPTH TRENCH SHALL BE REQUIRED FOR ALL LATERAL LINES.
PURPLE PRIMER SHALL BE REQUIRED ON ALL WELDS BEFORE GLUING.
SNAKE PRESSURE LINE IN TRENCH AT LEAST ONE (1') FOOT PER 100', TO ALLOW FOR THERMAL EXPANSION.
ALL VALVES AND QUICK COUPLERS SHALL BE LOCATED IN APPROPRIATE BOXES AS PER MANUFACTURERS RECOMMENDATIONS.
ALL IRRIGATION PRODUCTS SHOWN ON THIS PLAN SHALL BE INSTALLED AS PER MANUFACTURERS RECOMMENDATIONS.
ALL LATERAL LINES SHALL BE GLASS 200 PVC.
ADJUSTMENTS TO HEADS MAY BE REQUIRED DURING CONSTRUCTION.
ALL IRRIGATION LINES ARE TO BE LOCATED WITHIN LANDSCAPED AREAS AND PLACED ADJACENT TO CURBS WHENEVER POSSIBLE.
NO IRRIGATION LINES SHALL BE PLACED IN POSSIBLE CONFLICT WITH OTHER TRADES OR UTILITIES.
ALL LINES UNDER PAVEMENT SHALL BE SLEEVED WITH SCH 40 WITH IRRIGATION WIRING IN A SEPARATE 2" SCH 40 SLEEVE.
IRRIGATION CONTRACTOR IS TO ENSURE 100% COVERAGE OF ALL LANDSCAPED AREAS.
110 VOLT AC TO BE PROVIDED BY GENERAL CONTRACTOR TO THE CONTROLLER.
BACKFLOW PREVENTION DEVICE TO BE PER CITY REQUIREMENTS - 1" FBGO 805Y- LOCATED IN HOT-BOX FIBERGLASS, FLIP-TOP ENCLOSURE OR APPROVED EQUAL, ENCLOSURE MUST COMPLY WITH ASSE 1060.
NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT PRIOR APPROVAL OF THE ENGINEER SHOWN ON THESE PLANS.
CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH SITE CONDITIONS BEFORE STARTING WORK AND NOTIFY THE ENGINEER OF POSSIBLE CONFLICTS IN THE WORK AREA.
ALL SLEEVES UNDER PAVEMENT TO EXTEND A MINIMUM 12" BEYOND PAVING.
THE IRRIGATION CONTRACTOR SHALL NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THIS PLAN WHEN IT IS OBVIOUS THAT THE IRRIGATION DESIGN IS IN CONFLICT WITH ON-SITE FEATURES THAT MAY NOT HAVE BEEN CONSIDERED IN THE DESIGN. IN THE EVENT THAT THIS HAPPENS IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE ENGINEER IN WRITING. IF THE CONTRACTOR DOES NOT NOTIFY THE ENGINEER, THE CONTRACTOR ASSUMES ALL RESPONSIBILITY FOR ANY REVISIONS.



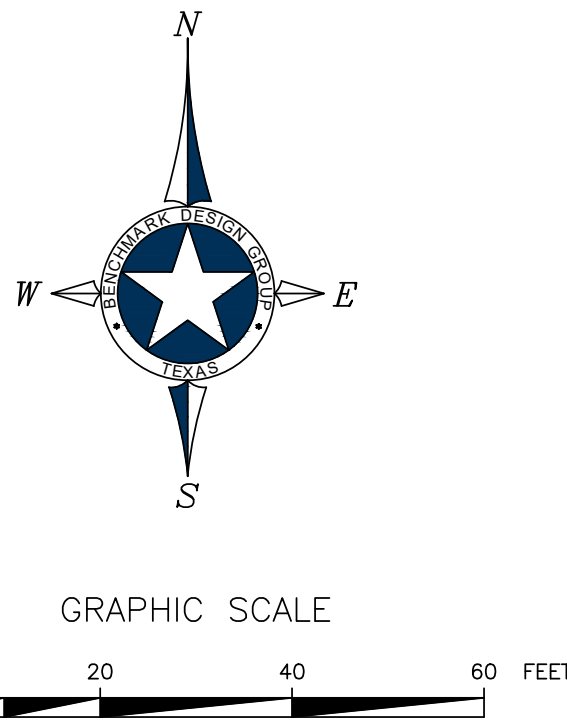
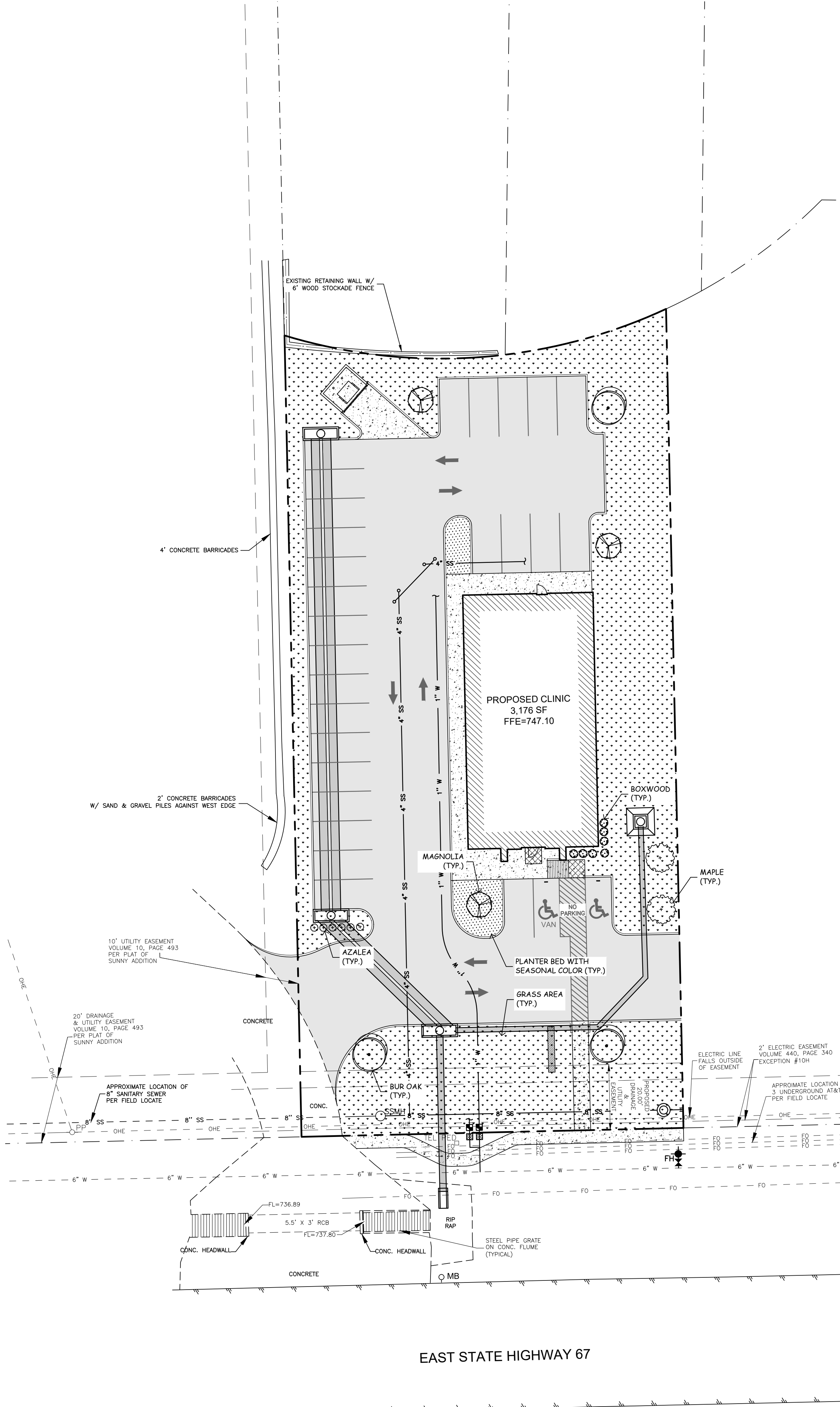
TYPICAL TREE PLANTING DETAIL

NOT TO SCALE



TYPICAL SHRUB PLANTING DETAIL

NOT TO SCALE



LEGEND	
TEL PED	EXISTING TELEPHONE PEDESTAL
C.O.O	EXISTING CLEANOUT
WV	EXISTING WATER VALVE
WM	EXISTING WATER METER
MH	EXISTING SAN. SEWER MANHOLE
PP	EXISTING POWER POLE
FH	EXISTING FIRE HYDRANT
OHE	EXISTING OVERHEAD ELECTRIC LINE
EX. WTR	EXISTING WATER LINE
EX. SS	EXISTING SAN. SEWER LINE
	PROPERTY LINE
	MULCH (SEE GENERAL NOTES)
	GRASS (SEE PLANT LIST)

- 1) ALL PLANTED AREAS SHALL RECEIVE A 4" LAYER OF HARDWOOD MULCH OVER 10 MIL FABRIC EQUAL TO "WEEDBLOCK" BY "EASY GARDENER".
- 2) ALL DISTURBED AREAS NOT RECEIVING PLANTINGS (INCLUDING RIGHT-OF-WAYS) SHALL BE SEEDED ACCORDING TO SEEDING SPECIFICATIONS.
- 3) ALL ISLANDS SHALL BE MULCHED
- 4) UNLESS OTHERWISE NOTED, ALL PARKING STRIPS, ISLANDS AND BERMS SHALL BE SODDED.

TOTAL PROVIDED LANDSCAPING
GROUND COVER = 8,489 SF
8 TREES (3" CALIPER) = 1,600 SF
13 SHRUBS (2 GAL.) = 130 SF
TOTAL = 10,219 SF

LANDSCAPE TABULATIONS		
TOTAL LOT AREA: 28,333 SF		
TOTAL LANDSCAPING REQUIRED @ 20% OF 28,333 SF = 5,667 SF		
TOTAL STREET YARD LANDSCAPING REQUIRED @ 40% OF 5,667 SF = 2,267 SF		
	REQUIRED	PROVIDED
TOTAL LANDSCAPING:	5,667 SF	10,184 SF
TOTAL STREET YARD LANDSCAPING	2,267 SF	4,614 SF
NOTES:		
1. ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY A HOSE CONNECTION LOCATED WITHIN 50' OF ALL LANDSCAPED AREAS OR AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM WITH FREEZE SENSOR (DESIGNED BY SUCCESSFUL CONTRACTOR).		
2. OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING. ALL REQUIRED LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. PLANT MATERIALS WHICH DIE SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE.		

TREES					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE & CONDITION
3		BUR OAK	Bur oak	Quercus macrocarpa	3" caliper, 10'-12' HL/ 4'-5' spread, B&B straight trunk
2		MAPLE	Japanese Maple	Acer palmatum	3" caliper, 10'-12' HL/ 4'-5' spread, B&B straight trunk
3		MAGNOLIA	Southern Magnolia	Magnolia grandiflora	3" caliper, 10'-12' HL/ 4'-5' spread, B&B straight trunk
SHRUBS					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
7		BOXWOOD	Japanese Boxwood	Buxus microphylla	2 gallon, 16"-18" HL/15" spread, bushy, full to ground
6		AZALEA	Azalea	Rhododendron	2 gallon, 16"-18" HL/15" spread, bushy, full to ground
GROUND COVER					
QUANTITY	SYMBOL	CALLOUT	COMMON NAME	SCIENTIFIC NAME	SIZE AND CONDITION
AS SHOWN		GRASS	Common Bermuda Grass	Cynodon dactylon	Sod refer to specifications

LANDSCAPE CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES



*** STOP! CALL BEFORE YOU DIG! ***
AS REQUIRED BY "THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT" TEXAS811 MUST BE CONTACTED AT LEAST 2 WORKING DAYS PRIOR TO ANY EXCAVATION OPERATIONS BEING PERFORMED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM.
THE CONTRACTOR SHALL ALSO CALL 811, AND ALL OTHER LOCATE COMPANIES PRIOR TO EXCAVATION ACTIVITIES.

NOTICE TO CONTRACTORS

1. These plans are subject to review and approval by all jurisdictions having authority.
2. Contractor shall appropriately notify all relevant entities prior to digging on this project.
3. The contractor shall notify the engineer, in writing, of any errors or discrepancies discovered in the construction documents immediately.
4. The topographic information shown herein is a reflection of the information provided by MARK DEAL AND ASSOCIATES, NORMAN, OK. If the contractor discovers any errors in said information, he shall notify the engineer, in writing, immediately. The engineer and owner shall be indemnified of any problems and/or associated costs resulting from lack of notification.
5. The contractor shall be responsible for confirming the horizontal and vertical location of buried utilities and structures, including, but not limited to the following:

Telephone cable	Conduits	Pipes
Stormwater lines	Water lines	Gas lines
Television cables	Sanitary Sewer lines	Oil Production lines
Saltwater lines		

Note: If discrepancies occur between that which is shown on the plans and conditions present in the field, the contractor shall notify the engineer, in writing immediately. Failure to do so shall absolve owner and engineer of liability and associated costs.

BENCHMARK
DESIGN GROUP
CIVIL / ENVIRONMENTAL / PLANNERS



INTEGRITY URGENT CARE
ALVARADO, TX

LANDSCAPE PLAN



DRAWN BY: CCB

CHECKED BY: JGM

DATE: MAY, 2023

JOB NO: 2023.035

SHEET NO.
L-1

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 Thursday, January 18, 2024 at 6:30 p.m. to consider and act on the items below.

Public hearing and consideration and action approving an ordinance amending the zoning ordinance regulations in Chapter 42 of the Alvarado Code of Ordinances, relating to multi-family residential, motel, sexually oriented business, and smoke shop uses.

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, January 22, 2024 at 6:30 p.m. in the Council Chambers at Alvarado City Hall, 104 W. College Avenue.



City Council Meeting Management Report

Meeting Date: January 22, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action on a Lake Alvarado encroachment agreement with 1700 Woodview LLC, owner of 0.5857 acres known as Lot 15, Block 1 of the B. F. Shultz Addition in Alvarado Extraterritorial Jurisdiction, addressed at 1700 Woodview Drive.

BACKGROUND & FINDINGS:

Michael and Crystal Halsell's company 1700 Woodview LLC owns property adjacent to Lake Alvarado, and they request to place a boat dock from their property onto the Lake in a compatible character to existing boat docks on the Lake. No previous permit or agreement has been found on record adjacent to this property. The attached encroachment agreement grants permission for the proposed boat dock to be 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:

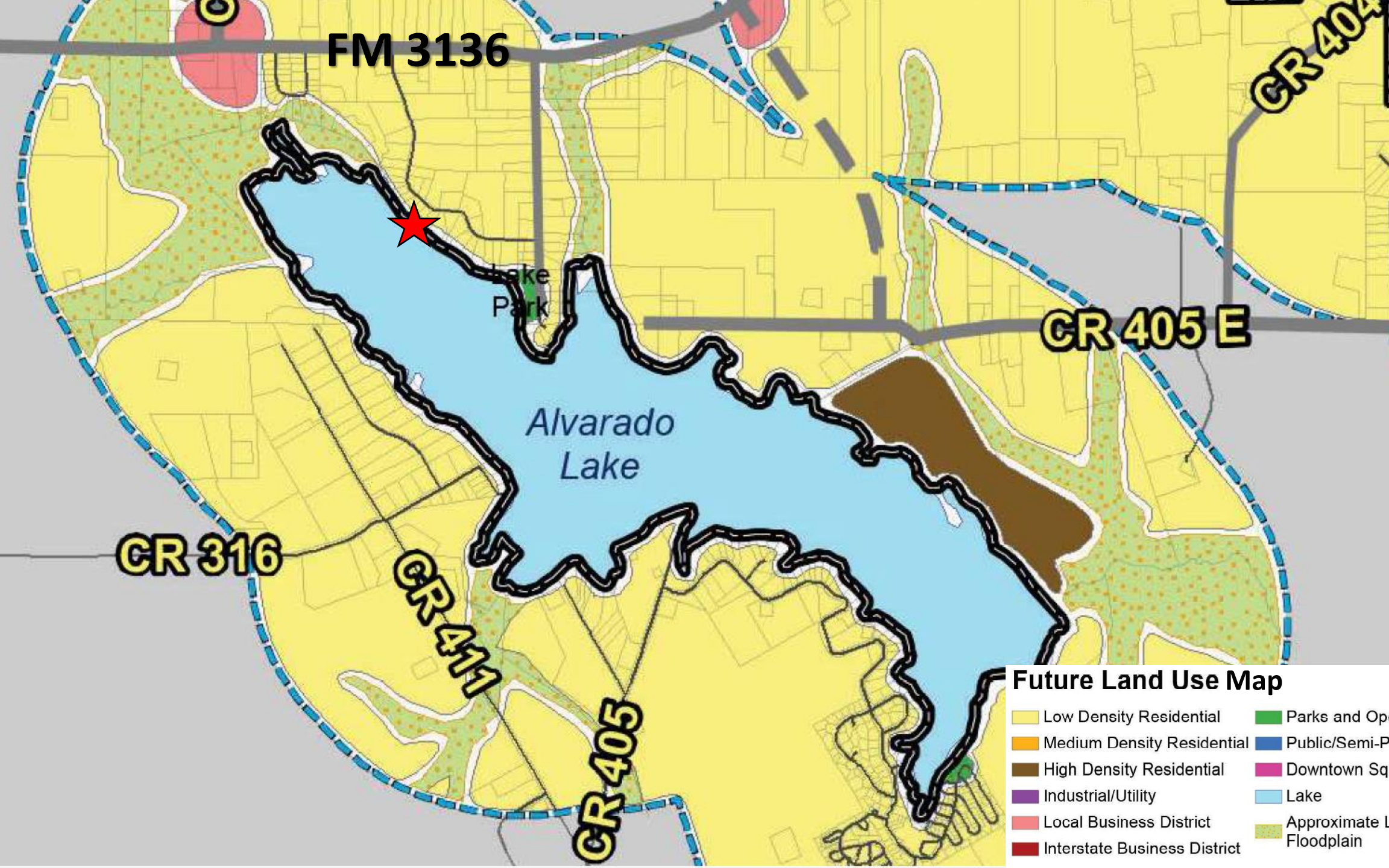
Location Map
Future Land Use Map
Google Earth Imagery of Subject Site
Comprehensive Plan Recommendations
Drafted Encroachment Agreement with Attachments



FM 3136

Park Lane

ALVARADO



FM 3136

CR 404

CR 405 E

CR 316

CR 411

CR 405

Lake Park

Alvarado Lake

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 | |

1700 Woodview Dr



1985

Google Earth

Imagery Date: 1/28/2022 32°23'07.56" N 97°15'21.49" W elev 0 ft eye alt 518 ft

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 1700 Woodview LLC, 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 1700 Woodview Drive and the property located 70 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:

1700 Woodview LLC
Attn: Eric Michael and Crystal Hussain Halsell
1700 Woodview 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 _____, 2024.

ATTEST:

CITY OF ALVARADO, Grantor

Beth A. Walls, City Secretary

By: _____
Paul DeBuff, City Manager

Date: _____

Executed this _____ day of _____, 2024.

By: _____

Eric Michael Halsell, Grantee

CEO (title)

1700 Woodview LLC

Executed this day of , 2024.

By: _____

Crystal Hussain Halsell, Grantee

CFO (title)

1700 Woodview LLC

ACKNOWLEDGEMENT AND VERIFICATION

STATE OF §

50

COUNTY OF §

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Before me, the undersigned authority, on this day personally appeared Eric Michael Halsell, 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 Lot 1, Block 15 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 _____, 2024.

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 Crystal Hussain Halsell, 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 Lot 1, Block 15 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 _____, 2024.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

Reference No: 2111011700 G.F. No: 21-5017
Title Co: RATTIKIN TITLE
Purchaser: CONATION BUSINESS HOLDINGS, LLC

PROPERTY DESCRIPTION

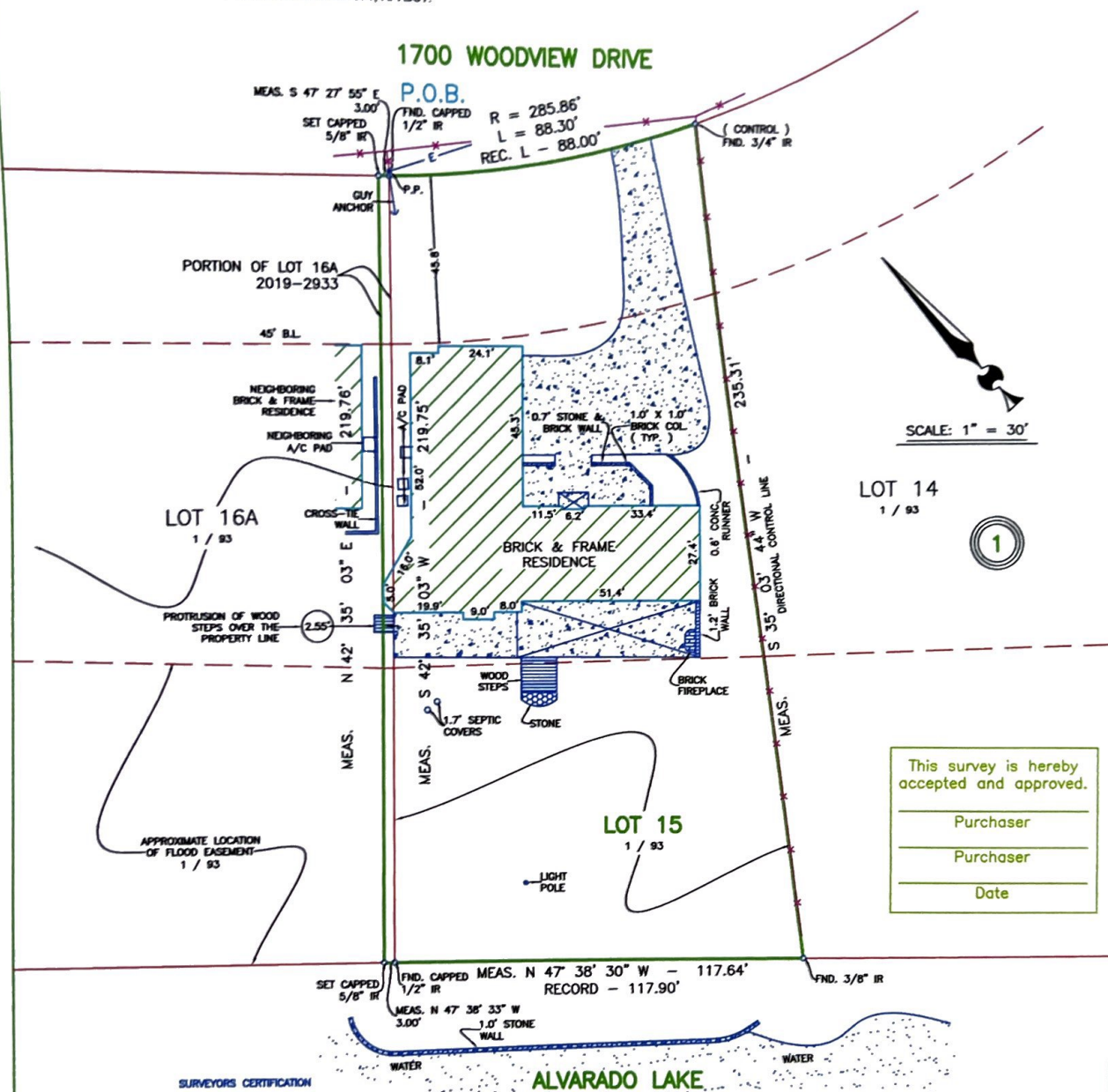
Being Lot 15, in Block 1, of Ben F. Shultz Addition, an Addition to Johnson County, Texas, according to the map thereof recorded in Volume 1, Page 93, of the Map Records of Johnson County, Texas; TOGETHER WITH that portion of Lot 16A, of said Block 1 as described in Boundary Line Agreement recorded under Instrument No. 2019-2933, Deed Records - Johnson County, Texas, more particularly described as follows:

THENCE South 42 degrees 35 minutes 03 seconds West, departing said Woodview Drive and in the common line between said Lots 15 and 16A, a distance of 219.75 feet to a found 1/2 inch capped iron rod for corner, same being the northwest corner of said Lot 15 and the southwest corner of said lot 16A;

THENCE North 47 degrees 38 minutes 33 seconds West, in the southwest line of said Lot 16A, a distance of 3.00 feet to a set 5/8 inch capped iron rod for corner;

THENCE South 47 degrees 27 minutes 55 seconds East, in the northeast line of said Lot 16A and in the aforementioned southwest line of Woodview Drive, a distance of 3.00 feet to the POINT OF BEGINNING and containing 650 square feet of land, more or less.

1. Property is subject to floodwater easement as set out in 502/371, RPRJCT



DAVID J. ROSE, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE BOUNDARY LINE, AND DIMENSIONS OF THE LAND INDICATED THEREON, AND THAT SAID PROPERTY IS NOT SUBJECT TO ANY OTHER RIGHTS, EASEMENTS, OR INTERESTS, OR RIGHTS OF WAY, OR IS SUBJECT TO ANY AND ALL EASEMENTS, RESERVATIONS AND RESTRICTIONS THAT MAY BE OF RECORD, AND THAT ONLY THE EASEMENTS SHOWN ON THE REFERENCED PLAT OF RECORD, VISIBLE EASEMENTS SHOWN ON THE PLAT OF RECORD, AND EASEMENTS SHOWN ON THE PLAT OF RECORD ARE SHOWN ON THIS PLAT. SURVEYOR DID NOT ABSTRACT THIS PROPERTY. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR THE TITLE COMPANY AND PURCHASER SHOWN AND IS LICENSED TO THE TITLE COMPANY. SURVEYOR BEARS NO RESPONSIBILITY FOR SAID USE, OR FOR ANY OTHER PURPOSE. SURVEYOR BEARS NO RESPONSIBILITY FOR SAID USE.

STATE FIRM REGISTRATION NUMBER 10193797



LEGEND

	BOUNDARY LINE
	BUILDING
	OVERHEAD UTILITIES
	FENCE
	BRICK
	WOOD DECK
	CONCRETE



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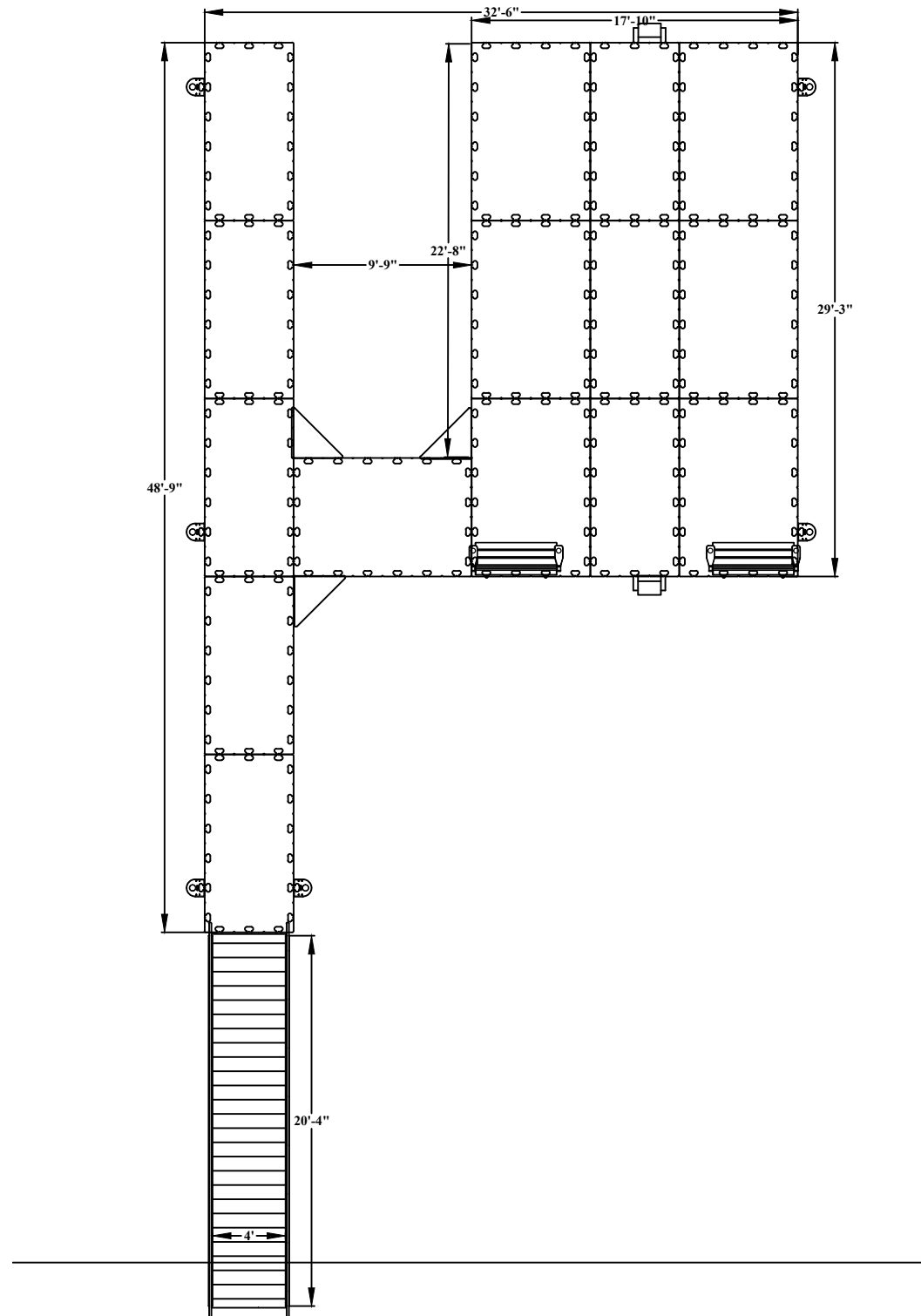
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SURVEY CAN BE UPDATED FOR DISCOUNTED PRICE

DRAWN BY: JWS

DATE: 11/06/21

SURVEY ONLY VALID WITH ORIGINAL SIGNATURE







City Council Meeting Management Report

Meeting Date: January 22, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Hold a public hearing and consideration and action approving an ordinance amending the zoning ordinance regulations in Chapter 42 of the Alvarado Code of Ordinances, relating to *multi-family residential, motel, sexually oriented business, and smoke shop* uses.

BACKGROUND & FINDINGS:

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

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On January 18, 2024, the Planning and Zoning Commission by a vote of 5-0 recommended Council approve the drafted Ordinance 2024-0001 with changes being to:

- allow motels by-right in the C-1, C-2, and M-1 Districts;
- omit the proposed definition of smoke shop; and
- omit the proposed regulation of smoke shop.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Sec. 42-28 MF District
Sec. 42-29 C-1 District
Sec. 42-30 C-2 District
Sec. 42-31 M-1 District
Sec. 42-32 M-2 District
Notification List
Notices to Existing Property Owners
Notices to Existing Smoke Shops & Motels
Ordinance 2024-0001 as Drafted for P&Z
Ordinance 2024-0001 as Recommended by P&Z

Sec. 42-28. MF multifamily residential district.

- (a) *Purpose.* The MF district allows medium to high density multifamily development. This district is intended to be a buffer or transition zone from major streets and nonresidential uses to lower density residential zones. Density in this district does not ordinarily exceed 15 units per gross acre but can reach a maximum of 25 units per gross acre if special fire protection requirements are observed.
- (b) *Permitted uses and parking regulations.* In the MF 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
Carport	0 spaces
Concrete, asphalt batching plant (temporary)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Construction yard (temporary)	1 space per employee to be occupying the area
Electrical transmission line	0 spaces
Field or sales office, temporary	1 space per employee
Home occupation	0 spaces
Local utility distribution lines	0 spaces
Multiple-family residence	For residence 1-99 units, 1.5 spaces per unit For residence over 100 units, 1.5 spaces per unit with 20% being a covered space
Park, playground or recreation center (public)	1 space per acre plus additional parking per facility constructed as herein provided
Private open space as a part of a planned residential development	0 spaces required
Railroad track and right-of-way	1 space per employee
Residence hotel	1 space for each sleeping room per unit, plus 1 space for each 300 square feet of commercial floor area
Retirement housing	1 space for each 6 beds per unit
Sewage pumping station	0 spaces
Single-family dwelling, attached or detached	2 enclosed spaces per unit, must be attached to the main structure
Swimming pool, private	1 space for each 100 square feet of gross water surface and deck area
Telephone line	0 spaces
Townhouse or row dwelling	2 spaces per unit, 1 covered
Transit station or turnaround	1 space per intended user
Two-family dwelling	2 spaces per unit, 1 covered
Water pumping station or well	0 spaces

- (c) *Development requirements.*

Minimum lot area:	10,000 square feet or 1,500 square feet per DU, whichever is greater ¹
Minimum lot width:	For multifamily, townhouse and zero lot line lots, 20 linear feet per ground floor unit plus the side yard setback. For all other permitted uses, 60 linear feet.
Minimum lot depth:	120 linear feet
Minimum front yard:	25/35 linear feet ²
Minimum side yard:	8/25 linear feet ³
Minimum rear yard:	25 linear feet ⁴
Maximum ground coverage:	60/65 ⁵
Maximum density per acre:	15.0/25.0 DU
Height:	45 feet ⁶

¹ Minimum lot size for townhouses shall be 3,000 square feet per dwelling unit. Minimum lot size for all other permitted uses shall be 10,000 square feet or 1,500 square feet per dwelling unit, whichever is greater.

² The first number in the column is the required setback for a front yard abutting a residential street; the second number in the column is the required setback for a front yard abutting a collector or major street.

³ The first number in the column is the required setback for a side yard not abutting a street; the second number is the required setback for a side yard abutting a street. If a side yard is adjacent to a single-family residential district, there shall be a 25-foot setback and a 60-foot setback from the adjacent property line for buildings in excess of one story in height. If more than one building is located on the same lot, there shall be a ten-foot separation between buildings without openings (windows) and a 15-foot separation between buildings with openings.

⁴ If a rear yard is adjacent to a single-family residential district, there shall be a 25-foot setback and a 60-foot setback from the adjacent property line for buildings in excess of one story in height. If more than one building is located on the same lot, there shall be a ten-foot separation between buildings without openings (windows) and a 15-foot separation between buildings with openings.

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

⁶ The height of any multifamily building sited on a lot adjacent to an area zoned for single-family dwellings or where single-family dwellings of one story in height exist shall be limited to one story for a distance of 60 feet from the single-family district boundary or the lot on which the single-family dwelling is located.

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

USE	PARKING REGULATIONS
Assisted living facility	1 space per employee to be occupying the building
Bed and breakfast inn	2 enclosed spaces per unit, must be attached to main structure
Boarding home facility	1 space per employee to be occupying the building
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Child care center	1 space per ten pupils/clients (design capacity)

Church, rectory, place of worship	1 space for every 4 seats in the main auditorium
College or university	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Community center, 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
Community home	1 space per employee to be occupying the building
Country club (private)	1 space for each 250 square feet of gross floor area or for every 5 members, whichever is greater
Dormitory	1 space for each 2 beds
Electrical substation	1 space per employee
Gas metering station	1 space per employee
Golf course	Minimum of 30 spaces
Hospital (acute care)	1 space for every 2 beds
Hospital (chronic care); long term health care facility	1 space for each 2 beds
Household care facility	1 space per employee
Household care institution	1 space per employee
Library	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Nursery school, kindergarten	1 space per 10 pupils/clients (design capacity)
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	1 space per employee
Radio, TV or microwave operation, amateur. (See further regulations in section 42-55(i))	1 space per employee
Registered family home	1 space per employee
School, private (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, public (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
Servant's, caretaker's or guard's residence	1 space per unit
Service yards of government agency	1 space per employee
Sewage treatment plant	1 space per employee

Swimming pool, commercial	1 space for each 100 square feet of gross water surface and deck area
Water storage, elevated or ground	0 spaces
Water treatment plant	1 space per employee

- (e) *Additional parking requirements.* At least 20 percent of the parking required to be provided shall be designated visitor parking only. A minimum of 50 percent of the required parking spaces of a multifamily development shall be either an attached enclosed garage or a detached multi-car covered parking structure. Detached covered parking shall function unobtrusively and shall be compatible with the main buildings of the multifamily development in terms of materials design, style and color. Detached covered parking structures, if used, shall be located near the building served. No detached covered parking structure shall accommodate more than ten parking spaces or be located closer than ten feet to another parking structure. When garages are used within dwellings, one-car garages shall be a minimum of ten feet wide and 20 feet long.
- (f) *Leasing office/clubhouse required.* A leasing office shall be constructed with each multifamily development. A clubhouse, which shall be available to all residents of the development, with a minimum of 2,500 square feet in size shall be provided for any multifamily development of 200 units or less; a minimum of 3,500 square feet in size for 201 to 350 units; and 4,000 square feet for 351 or more units.
- (g) *General landscaping and screening provisions.*
- (1) A standard ten-foot wide landscaped screening buffer meeting the requirements of section 42-58(f) shall be constructed around the entire perimeter of the multifamily lot or premises. Not less than one tree shall be planted and maintained for each 25 linear feet or portion thereof of the landscaped buffer strip. Each tree used in landscaped open space buffer strips shall be not less than six feet in height upon planting and shall have a caliper of not less than two inches measured 12 inches from the ground.
 - (2) Border fencing of wood or masonry of not less than six feet in height shall be installed by the owner, builder or developer at the time of construction of any multifamily complex, along the property line on any perimeter not abutting a public street or right-of-way. This screening shall be maintained throughout the existence of the multifamily complex by the owner of the complex.
- (h) *Refuse facilities.* Every dwelling unit in a multifamily complex shall be located within 250 feet of a refuse facility, measured along the designated pedestrian and vehicular travel way. There shall be available at all times at least six cubic yards of refuse container per 30 multifamily dwelling units. For complexes with less than 30 units, no less than four cubic yards of refuse container shall be provided. Each refuse facility shall be screened from view on three sides from persons standing at ground level on the site or immediately adjoining property, by an opaque fence or wall of wood or masonry not less than six feet nor more than eight feet in height or by an enclosure within a building. Refuse containers shall be provided and maintained in a manner to satisfy city public health and sanitary regulations. Each refuse facility shall be located so as to provide safe and convenient pickup by refuse collection agencies.
- (i) *Special fire protection requirements.*
- (1) For multifamily densities of greater than 15 units per acre, each building in the development shall contain an automatic sprinkler system to be installed at the time of construction, and thereafter operated in accordance with currently applicable fire safety codes.
 - (2) In addition, each unit in any multistory design, regardless of density, shall be provided with two points of entry and exit with each providing separate access to places of safety in the event of fire or other emergency.
- (j) *Masonry requirements.*

-
- (1) All single-story buildings hereafter constructed or placed in the MF district shall have at least 75 percent of the 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 MF district shall have at least 50 percent of the exterior wall surface constructed of masonry and/or glass pane.
 - (3) All additions hereafter constructed to buildings in the MF district shall have at least 50 percent of the exterior wall surface constructed of masonry and/or glass pane.
- (k) *Courts and open space requirements.*
- (1) *Courts.* Where an apartment building is erected so as to create inner courts, the faces of all opposite walls in such courts shall be a minimum distance of 30 feet apart and no balcony or canopy shall extend into such court area for a distance greater than five feet.
 - (2) *Usable open space.* Each lot or parcel of land which is used for multifamily residences shall provide on the same lot or parcel of land usable open space in accordance with the table below:
 - a. Usable open space requirements are as follows:

Number of Bedrooms or Sleeping Rooms	Square Feet
One or less	600
Each additional bedroom over one	300

 - b. In those instances where a parcel of land has been zoned for multifamily use with a specific use permit or planned development classification and the permitted densities do not conform exactly with those permitted in the MF district, usable open space shall be provided in accordance with that required for the multifamily zoning district which most closely approximates the density permitted under the SUP or PD.
 - c. In meeting this requirement, a credit of three square feet may be applied for each square foot utilized for swimming pools and adjacent decks, patios, or lounge areas within ten feet of a pool; developed and equipped children's play areas; and usable portions of recreational buildings. Tennis courts are specifically excluded from this increased credit allowance. At the time of site plan approval, the city council may allow a credit not to exceed ten percent of the total required usable open space for adjacent and immediately accessible public parks. The combined credit for areas calculated at a three-to-one basis and for public parks shall not exceed 50 percent of the total usable open space for an individual lot or parcel of land.
 - d. At the time of site plan approval, the city council may give full or partial credit for open areas that exceed the maximum slope, if it is determined that such areas are environmentally significant and that their preservation would enhance the development.
- (l) *Site plan required.* A site plan, meeting the requirements of section 42-56, site plan requirements, shall be required for each development application for any permitted use in the MF district.
- (Ord. No. 2015-005, § 1, 4-20-2015)

Sec. 42-29. C-1 commercial district—Office, light retail and neighborhood services.

- (a) *Purpose.* The C-1 district is a lower intensity commercial category providing a uniform set of standards for office facilities, neighborhood-type retail shopping facilities and general commercial activities of a service character. The C-1 district is established to accommodate the daily and frequent needs of the community. It is intended that properties in this zoning district be served by appropriate streets and be of such size that all parking and traffic maneuvering can take place on the commercial site.
- (b) *Permitted uses and parking regulations.* In the C-1 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 (inside sales)	1 space for every 200 square feet of floor area
Auto parts sales (inside)	1 space for every 200 square feet of floor area
Automobile service station (no garage or automobile repair facilities)	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
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
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 space per 1,000 square feet of gross floor area, whichever is greater
Clinic, medical or dental	1 space per 200 square feet of gross floor area
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
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

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Discount, variety, or department store of not greater than 20,000 square feet floor space	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
Field or sales office, temporary	1 space per employee
Florist	1 space per 300 square feet of gross floor area
Food store; grocery store with floor space not greater than 20,000 square feet	1 space per 300 square feet of gross floor area
Fraternal organization, lodge	1.25 spaces per 200 square feet
Fraternal organization, lodge or civic club	1.25 spaces per 200 square feet
Garage, private	1 space per employee to be occupying the garage
Gas metering station	1 space per employee
General merchandise indoor auction	1 space per 300 square feet of gross floor area
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
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
Local utility distribution lines	0 spaces
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
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 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
Office, professional or general administrative	1 space per 300 square feet of gross floor 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

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	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
Personal service shop	1 space per 200 square feet of gross floor area
Pharmacy	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
Racquetball facilities	4 spaces for each court
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
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
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
Studio (photographer, musician, artist)	1 space per 200 square feet of gross floor area
Tanning salon	1 space per 200 square feet of gross floor area
Telephone exchange	1 space per employee
Telephone line	0 spaces
Transit station or turnaround	1 space per intended user
Washateria	1 space per 200 square feet of gross floor area
Water pumping station or well	0 spaces
Water storage, ground	0 spaces

(c) *District restrictions.* The following restrictions shall apply to uses in the C-1 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 the C-1 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 eight 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. Drive-in type establishments.
 - (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 shall be maintained in a neat and attractive condition. The balance of said required setback may be utilized for off-street parking.
 - (3) No loading of materials or products shall be permitted in the required front yard.
- (e) *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:	35 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. The front yard setback shall be 45 feet where parking is allowed in front of the building. Accessory buildings shall have a 60-foot front yard setback.

² No building shall exceed 35 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.

- (f) *Specific uses.* The following specific uses are allowed in the C-1 district when authorized under the provisions of section 42-45:

USE	PARKING REGULATIONS
Arcade	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee to be occupying the building
Auto laundry	1 space per 200 square feet of floor space
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
Boat sales and storage	1 space per 300 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
Carwash	1 space per employee
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Child care center	1 space per ten pupils/clients (design capacity)
Church, rectory, place of worship	1 space for every 4 seats in the main auditorium
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 center, public or private	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Convenience store	1 space per 300 square feet of gross floor area or 32
Feed and farm supply (inside sales/storage)	1 space per 300 square feet of gross floor area
Furniture, appliance store	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Garden center (retail sales)	1 space per 200 square feet of gross floor area
General merchandise store	1 space per 200 square feet of gross floor area
Golf driving range	1 space per employee plus 1 space per 5,000 square feet of 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
Heliport or heliastop	1 space if located on the ground
Hospital (acute care)	1 space for every 2 beds
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 (no outside pens)	1 space per 200 square feet of floor area
Medical supplies, sales and service	1 space per 300 square feet of gross floor area

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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
Nursery school, kindergarten	1 space per 10 pupils/clients (design capacity)
Office center	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
Pet shop	1 space per 300 square feet of gross floor area
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
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	1 space per employee
Radio, TV or microwave operation, amateur or commercial. (See further regulations in section 42-55(i))	1 space per employee
Registered family home	1 space per employee
Retirement housing	1 space for each 6 beds per unit
School, trade or commercial	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
Servant's, caretaker's or guard's residence	1 space per unit
Service yards of government agency	1 space per employee
Service, retail	1 space per 200 square feet of gross floor area
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
Stadium or playfield	1 parking space for each 4 seats or bench seating spaces
Studio for radio and television	1 space per 200 square feet of gross floor area
Swimming pool, commercial or private	1 space for each 100 square feet of gross water surface and deck area
Taxidermist	1 space per 200 square feet of gross floor area
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
Tobacco sales	1 space per 200 square feet of gross floor area
Tool rental shop	1 space per 200 square feet of gross floor area
Vendor, stationary	1 space per 200 square feet of gross floor area
Veterinarian clinic (no outside pens)	1 space per 200 square feet of gross floor area
Washateria	1 space per 200 square feet of gross floor area
Water storage, elevated	0 spaces
Water treatment plant	1 space per employee

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- (g) *Screening devices.* In the event that this 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 this 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-1 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-1 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)

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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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;

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- (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)

Sec. 42-31. M-1 light manufacturing/industrial district.

- (a) *Purpose.* The M-1 district permits and regulates those uses of the land that cause the manufacturing, assembly, processing, storage, distribution, sale or repair of materials, goods, parts, products, equipment, machinery, and other such operations incidental to industrial uses. This district is intended to allow certain storage, wholesale and industrial uses such as the fabrication of materials and specialized manufacturing and research institutions. All uses in the M-1 district must be compatible with surrounding uses so as not to adversely affect the use, development or enjoyment of surrounding properties.
- (b) *Permitted uses and parking regulations.* In the M-1 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
Advertising displays 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 space per 1,000 square feet of gross floor area, whichever is greater
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
Amusement, commercial (outdoor)	1 space for every 1,000 square feet of gross floor area
Apparel and other products assembled from finished textiles	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
Arts, crafts store (outdoor sales)	1 space for every 200 square feet of floor area or
Auto laundry	1 space per 200 square feet of floor space
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
Auto paint and body shop	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Auto parts sales (inside or outside)	1 space for every 200 square feet of floor area
Auto repair, major	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Auto storage	1 space per employee, plus 1 space per vehicle to be stored
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
Bakery and confectionary, commercial	1 space per 300 square feet of gross floor area
Bar, tavern, nightclub	1 space per 300 square feet of gross floor area

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Barber school or college	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Beauty culture school; cosmetology spec. shop	6 or 1 space per 300 square feet of gross floor area
Boat sales and storage	1 space per 300 square feet of gross floor area
Boats, building or repair	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Bookbinding, except hand binding	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
Bottling works	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
Bowling alley	Six spaces for each lane
Brooms or brushes, 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 space per 1,000 square feet of gross floor area, whichever is greater
Building materials (inside or outside storage)	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
Building materials, hardware (inside or outside 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
Cabinet and upholstery shop	1 space per 300 square feet of gross floor area
Cameras or other photographic equipment	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
Carpet manufacturing or cleaning	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
Carwash	1 space per employee
Ceramics, stone, glass, marble or porcelain products 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 space per 1,000 square feet of gross floor area, whichever is greater

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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
Cleaning and dyeing, small shop	1 space per 300 square feet of gross floor area
Cleaning and dyeing; dry cleaning plant	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
Community center, public or private	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
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
Contractor's shop and storage yard	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
Cosmetic 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 space per 1,000 square feet of gross floor area, whichever is greater
Country club (private)	1 space for each 250 square feet of gross floor area or for every 5 members, whichever is greater
Dance hall	1 space per 100 square feet of gross floor area
Drapery, needlework, or weaving shop	1 space per 300 square feet of gross floor area
Electrical appliances, supplies, and machinery, assembly or 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 space per 1,000 square feet of gross floor area, whichever is greater
Electrical substation	1 space per employee
Electrical transmission line	0 spaces
Electronic products, assembly	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
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
Fairgrounds	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
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
Farm, ranch, or orchard	1 space per employee
Feed and farm supply (inside or outside sales/storage)	1 space per 300 square feet of gross floor area
Field or sales office, temporary	1 space per employee
Flea market	1.5 spaces for each 200 square feet of gross floor area or market area
Food store; grocery store	1 space per 300 square feet of gross floor area
Fraternal organization, lodge	1.25 spaces per 200 square feet
Fraternal organization, lodge or civic club	1.25 spaces per 200 square feet
Fur good manufacturing (not including tanning and dyeing)	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
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 and upholstery 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 space per 1,000 square feet of gross floor area, whichever is greater
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 commercial plant	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
General 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
Glass products	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 course	Minimum of 30 spaces
Golf driving range	1 space per employee plus 1 space per 5,000 square feet of 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
Hatchery	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
Health club; gymnasium	1 space per employee plus 1 space per 100 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
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
Household appliance products assembly and manufacturing from prefabricated parts	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
Ice production, dry or natural	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
Industrial park	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
Jute, hemp, sisal or oakum products 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 space per 1,000 square feet of gross floor area, whichever is greater
Kennel (with or without outside pens)	1 space per 200 square feet of floor area

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Laboratory, medical or dental	1 space per 300 square feet of gross floor area or 1 of the clinics
Laboratory, scientific or research	1 space per 300 square feet of gross floor area
Laundry and cleaning, commercial	1 space per 300 square feet of gross floor area
Laundry plant	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
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
Light 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 space per 1,000 square feet of gross floor area, whichever is greater
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
Mattress manufacturing or renovation	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
Meat processing/locker plant/frozen food products	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
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
Metal dealer, secondhand	1 space per 300 square feet of gross floor area
Metal fabrication	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
Mobile food vendor	0 spaces
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
Musical instrument 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
Newspaper printing	1 space per 300 square feet of gross floor area
Nonprofit animal shelter	1 space per 200 square feet of 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
Orthopedic or medical appliance 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 space per 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
Parking lot or parking garage, truck parking	1 space per employee, plus 1 space per vehicle to be parked
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
Portable building sales	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
Print shop	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
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
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

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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
Sand, gravel, stone or earth sales	1 space per 300 square feet of gross floor area
School, commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
School, trade	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
School, trade or commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Scrap tire facility	1 space per employee
Second hand store, furniture/clothing	1 space per 200 square feet of gross floor area
Self storage; mini-warehouse	4 spaces per complex, plus 1 space per 5,000 square feet of storage area
Service yards of government agency	1 space per employee
Service, retail	1 space per 200 square feet of gross floor area
Sewage pumping station	0 spaces
Sexually oriented business	1 space per 200 square feet of gross floor area
Shops, office and/or storage area of public or private utility	1 space per employee
Sporting and athletic equipment 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 space per 1,000 square feet of gross floor area, whichever is greater
Stadium or playfield	1 parking space for each 4 seats or bench seating spaces
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
Telephone exchange	1 space per employee
Tattoo parlor/body piercing studio	1 space per 200 square feet of gross floor area
Telephone line	0 spaces
Theater (indoor or outdoor)	1 space for each 4 seats or bench seating spaces
Tire dealer (with or without outside storage)	1 space for every 200 square feet of floor area
Tire retreading and recapping	1 space per employee
Tool rental shop	1 space per 200 square feet of gross floor area
Tools or hardware 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 space per 1,000 square feet of gross floor area, whichever is greater
Toys and novelty products 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 space per 1,000 square feet of gross floor area, whichever is greater

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Trailer rental	1 space per 200 square feet of gross floor area
Transit station or turnaround	1 space per intended user
Travel trailer, manufactured housing or manufactured home display and sales	1 space per 200 square feet of gross floor area
Truck and bus repair	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Truck or motor freight terminal	1 space per employee plus one space for each intended vehicle to be accommodated
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
Veterinarian clinic (with or without outside pens)	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
Window shade, awnings, Venetian blind 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 space per 1,000 square feet of gross floor area, whichever is greater

(c) *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 15 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.

(d) *Specific uses.* The following specific uses are allowed in the M-1 district when authorized by the board of adjustment under the provisions of section 42-45:

USE	PARKING REGULATIONS
Arcade	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
Auto wrecking yard or junkyard	1 space for every 1,000 square feet of floor area
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
Brick, tile, pottery or terra cotta manufacturing, other than handcraft	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
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 space per 1,000 square feet of gross floor area, whichever is greater
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Coal, coke or wood yard	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
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
Concrete, asphalt batching plant (permanent)	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
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
Dairy products processing, 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 space per 1,000 square feet of gross floor area, whichever is greater
Discount, variety, or department store	1 space per 200 square feet of gross floor area
Drugs or pharmaceutical products 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 space per 1,000 square feet of gross floor area, whichever is greater
Dyestuff 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
Electric power generating plant	1 space per employee
Electronic products, 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 space per 1,000 square feet of gross floor area, whichever is greater
Factory outlet retail or wholesale store on same premises as manufacturing company	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Farm seed and/or fertilizer sales/storage (outside)	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
Florist	1 space per 300 square feet of gross floor 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
Junkyard or salvage yard	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
Mill (grain, flour, food products)	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
Mortuary or funeral home	1 space per 500 square feet of gross floor space in slumber rooms, parlors, or individual funeral service rooms
Oil field service	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
Oilcloth or linoleum 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 space per 1,000 square feet of gross floor area, whichever is greater
Paint, oil, shellac, turpentine or varnish 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 space per 1,000 square feet of gross floor area, whichever is greater

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Pawn shop	1 space per 300 square feet of gross floor area
Petroleum products, sales (wholesale)	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
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
Plastic products manufacturing (not including processing of raw materials)	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
Prison, jail or place of incarceration	1 space per employee plus 1 space for every 200 square feet of visitor floor area
Racetrack	1 space for every 4 seats or bench seating
Railroad freight terminals, railroad switching and classification yards, repair shops and roundhouses	1 space per employee
Rodeo arena and grounds	1 space for every 4 seats or bench seating
School, private (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, public (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
Servant's, caretaker's or guard's residence	1 space per unit
Sewage treatment plant	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
Solid waste transfer station	1 space per employee
Steel fabrication	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
Storage/wholesale warehouse, heavy	1 space for each 2 employees, or 1 space per 1,000 square feet of total gross floor area, whichever is greater
Studio for radio and television	1 space per 200 square feet of gross floor area
Swimming pool, commercial or private	1 space for each 100 square feet of gross water surface and deck area
Taxidermist	1 space per 200 square feet of gross floor area
Tire recapping, vulcanizing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles

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	used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
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
Vendor, stationary	1 space per 200 square feet of gross floor area
Washateria	1 space per 200 square feet of gross floor area

(e) *Development requirements.*

Minimum lot area:	None
Minimum lot width:	50 linear feet
Minimum lot depth:	80 linear feet
Minimum front yard:	A 25-foot front yard is required except that a front yard of not less than 50 feet shall be provided upon that portion of a lot abutting or across a street or alley from property in a residential or commercial district.
Minimum side yard:	No side yard is required except that a side yard or a side street yard of not less than 25 feet in width shall be provided on the side of the lot abutting a residential or commercial district.
Minimum rear yard:	No rear yard is required except that a rear yard of not less than 50 feet in depth shall be provided upon that portion of a lot abutting or across a rear street or alley from a residential district, except that such rear yard requirement shall be 25 feet in depth where the property in the residential district backs up to the rear street.
Maximum ground coverage:	None
Maximum density per acre:	NA
Height:	45 linear feet ¹

¹ 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.

- (f) *Screening devices.* In the event that the M-1 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. 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 manufacturing/industrial use by the owner of the property.

(g) *Masonry requirements.*

- (1) All single-story buildings hereafter constructed or placed in this district shall have at least 75 percent of those exterior wall surfaces fronting a public street constructed of masonry and/or glass pane.

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- (2) All buildings having more than a single story hereafter constructed or placed in the district shall have at least 50 percent of those exterior wall surfaces fronting a public street constructed of masonry and/or glass pane.
 - (3) All additions hereafter constructed to buildings in this district shall have at least 50 percent of those exterior wall surfaces fronting a public street constructed of masonry and/or glass pane.
 - (h) *Site plan required.* A site plan, meeting the requirements of section 42-56, site plan requirements, shall be required for each development application for any permitted use in the M-1 district.
- (Ord. No. 2015-005, § 1, 4-20-2015)

Sec. 42-32. M-2 heavy manufacturing/industrial district.

- (a) *Purpose.* The M-2 district is designed to accommodate most industrial uses and is the most intensive use classification within the city. This district is intended for those uses that without proper regulation would manifest clear negative impacts on surrounding land uses and as such must be sited to avoid environmental degradation.
- (b) *Permitted uses and parking regulations.* In the M-2 district, no building or land shall be used and no building shall be hereinafter erected or 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
Acetylene gas manufacturing or storage	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
Acid 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 space per 1,000 square feet of gross floor area, whichever is greater
Advertising displays 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 space per 1,000 square feet of gross floor area, whichever is greater
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
Alcohol 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 space per 1,000 square feet of gross floor area, whichever is greater
Ammonia, bleach or chlorine 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 space per 1,000 square feet of gross floor area, whichever is greater
Amusement, commercial (indoor or outdoor)	1 space for every 1,000 square feet of gross floor area
Apparel and other products assembled from finished textiles	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
Arsenal	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
Asphalt manufacturing or refining	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
Auto paint and body shop	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Auto storage	1 space per employee, plus 1 space per vehicle to be stored
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
Bag cleaning	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
Bakery and confectionary, commercial	1 space per 300 square feet of gross floor area
Bar, tavern, nightclub	1 space per 300 square feet of gross floor area
Blast furnace	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
Boats, building or repair	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Boiler works	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
Bookbinding, except hand binding	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
Bottling works	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
Brick, tile, pottery or terra cotta manufacturing, other than handcraft	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
Brooms or brushes, 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 space per 1,000 square feet of gross floor area, whichever is greater
Building materials (inside or outside storage)	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
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
Business service	1 space per 300 square feet of gross floor area
Cabinet and upholstery shop	1 space per 300 square feet of gross floor area
Cameras or other photographic equipment	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
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 space per 1,000 square feet of gross floor area, whichever is greater
Carpet manufacturing or cleaning	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
Celluloid manufacturing or treatment	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
Cement, lime, gypsum or plaster of Paris 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 space per 1,000 square feet of gross floor area, whichever is greater
Ceramics, stone, glass, marble or porcelain products 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 space per 1,000 square feet of gross floor area, whichever is greater
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

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	area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Cleaning and dyeing, small shop	1 space per 300 square feet of gross floor area
Cleaning and dyeing; dry cleaning plant	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
Coal, coke or wood yard	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
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
Contractor's shop and storage yard	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
Cosmetic 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 space per 1,000 square feet of gross floor area, whichever is greater
Cotton seed oil 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 space per 1,000 square feet of gross floor area, whichever is greater
Dairy products processing, 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 space per 1,000 square feet of gross floor area, whichever is greater
Dance hall	1 space per 100 square feet of gross floor area
Disinfectant 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 space per 1,000 square feet of gross floor area, whichever is greater
Distillation of bones, coal or wood	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
Drugs or pharmaceutical products 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 space per 1,000 square feet of gross floor area, whichever is greater
Dyestuff 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 space per 1,000 square feet of gross floor area, whichever is greater
Electric power generating plant	1 space per employee
Electrical appliances, supplies, and machinery, assembly or 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 space per 1,000 square feet of gross floor area, whichever is greater
Electrical substation	1 space per employee
Electrical transmission line	0 spaces
Electronic products, assembly	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
Electronic products, 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 space per 1,000 square feet of gross floor area, whichever is greater
Emery cloth and sandpaper 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 space per 1,000 square feet of gross floor area, whichever is greater
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
Fairgrounds	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
Farm seed and/or fertilizer sales/storage (inside or outside)	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
Farm, ranch, or orchard	1 space per employee

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Fat rendering	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
Feed and farm supply (inside or outside sales/storage)	1 space per 300 square feet of gross floor area
Field or sales office, temporary	1 space per employee
Fish smoking and curing	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
Food store; grocery store	1 space per 300 square feet of gross floor area
Forge plant	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
Foundry (iron, steel, brass or copper)	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
Fur good manufacturing (not including tanning and dyeing)	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
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 and upholstery 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 space per 1,000 square feet of gross floor area, whichever is greater
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
Gas 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

	space per 1,000 square feet of gross floor area, whichever is greater
Gas metering station	1 space per employee
General commercial plant	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
General 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 space per 1,000 square feet of gross floor area, whichever is greater
Glass products	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
Glue or gelatin 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 space per 1,000 square feet of gross floor area, whichever is greater
Golf course	Minimum of 30 spaces
Greenhouse or plant nursery, commercial	1 space per 200 square feet of floor area
Greenhouse or plant nursery, noncommercial	1 space per employee
Hatchery	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
Heavy machinery sales	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Heliport or heliostat	1 space if located on the ground
Household appliance products assembly and manufacturing from prefabricated parts	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
Ice production, dry or natural	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
Industrial park	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

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Jute, hemp, sisal or oakum products 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 space per 1,000 square feet of gross floor area, whichever is greater
Kennel (with or without outside pens)	1 space per 200 square feet of floor area
Laboratory, scientific or research	1 space per 300 square feet of gross floor area
Laundry plant	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
Light 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 space per 1,000 square feet of gross floor area, whichever is greater
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
Mattress manufacturing or renovation	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
Meat processing/locker plant/frozen food products	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
Metal dealer, crafted precious	1 space per 300 square feet of gross floor area
Metal dealer, secondhand	1 space per 300 square feet of gross floor area
Metal fabrication	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
Mill (grain, flour, food products)	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
Mobile food vendor	0 spaces
Musical instrument 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 space per 1,000 square feet of gross floor area, whichever is greater
Newspaper printing	1 space per 300 square feet of gross floor area

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Nonprofit animal shelter	1 space per 200 square feet of 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 field service	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
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
Oilcloth or linoleum 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 space per 1,000 square feet of gross floor area, whichever is greater
Ore reduction	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
Orthopedic or medical appliance 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 space per 1,000 square feet of gross floor area, whichever is greater
Paint, oil, shellac, turpentine or varnish 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 space per 1,000 square feet of gross floor area, whichever is greater
Paper products 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 space per 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
Parking lot or parking garage, truck parking	1 space per employee, plus 1 space per vehicle to be parked
Petroleum products, bulk quantities	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
Petroleum products, sales (wholesale)	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
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
Plastic products manufacturing (not including processing of raw materials)	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
Post office, government and private	1 space per 300 square feet of gross floor area
Print shop	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
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
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
Rodeo arena and grounds	1 space for every 4 seats or bench seating
Sand, gravel, stone or earth sales	1 space per 300 square feet of gross floor area
School, commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
School, trade	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
School, trade or commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Scrap metal sales and storage	1 space for each 2 employees or 1 space per 1,000 square feet of gross floor area, whichever is greater
Scrap tire facility	1 space per employee
Self storage; mini-warehouse	4 spaces per complex, plus 1 space per 5,000 square feet of storage area
Service yards of government agency	1 space per employee

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Sewage pumping station	0 spaces
Sexually oriented business	1 space per 200 square feet of gross floor area
Shops, office and/or storage area of public or private utility	1 space per employee
Solid waste transfer station	1 space per employee
Sporting and athletic equipment 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 space per 1,000 square feet of gross floor area, whichever is greater
Stadium or playfield	1 parking space for each 4 seats or bench seating spaces
Steel fabrication	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
Storage/wholesale warehouse, light or heavy	1 space for each 2 employees, or 1 space per 1,000 square feet of total gross floor area, whichever is greater
Tattoo parlor/body piercing studio	1 space per 200 square feet of gross floor area
Telephone exchange	1 space per employee
Telephone line	0 spaces
Theater (indoor or outdoor)	1 space for each 4 seats or bench seating spaces
Tire recapping, vulcanizing	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
Tire retreading and recapping	1 space per employee
Tools or hardware 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 space per 1,000 square feet of gross floor area, whichever is greater
Toys and novelty products 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 space per 1,000 square feet of gross floor area, whichever is greater
Transit station or turnaround	1 space per intended user
Truck and bus repair	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Truck or motor freight terminal	1 space per employee plus one space for each intended vehicle to be accommodated
Truck sales	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor

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	area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Water pumping station or well	0 spaces
Water storage, elevated or ground	0 spaces
Water treatment plant	1 space per employee
Window shade, awnings, Venetian blind 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 space per 1,000 square feet of gross floor area, whichever is greater
Yeast 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 space per 1,000 square feet of gross floor area, whichever is greater

(c) *Development criteria.* Unless otherwise specifically provided in this section, the following development criteria shall apply to this district:

- (1) Except as provided below, 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 yard. 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) No loading or storage of material or products shall be permitted in the required front yard.
- (3) All uses permitted in the M-2 district must meet the following performance standards and any appropriate city ordinances:
 - a. *Smoke.* No operation shall be conducted unless it conforms to the standards established by any applicable state and federal health rules and regulations pertaining to smoke emission;
 - b. *Particulate matter.* No operation shall be conducted unless it conforms to the standards established by applicable state and federal health rules and regulations pertaining to emission of particulate matter;
 - c. *Dust, odor, gas, fumes, glare, or vibration.* No emission of these matters shall result in a concentration at or beyond the property line which is detrimental to the public health, safety or general welfare or which causes injury or damage to property; said emissions shall in all cases conform to the standards established by applicable state and federal health rules and regulations pertaining to said emissions;
 - d. *Radiation hazards and electrical disturbances.* No operation shall be conducted unless it conforms to the standards established by applicable state and federal health rules and regulations pertaining to radiation control;

- e. *Noise.* No operation shall be conducted in a manner so that any noise produced is objectionable due to intermittence, beat frequency, or shrillness. Sound levels of noise at the property line shall not exceed 75 db(A) permitted for a maximum of 15 minutes in any one hour; said operation shall in all cases conform to the standards established by applicable state and federal health rules and regulations and to other city ordinances pertaining to noise; and
- f. *Water pollution.* No water pollution shall be emitted by manufacturing or other processing. In a case in which potential hazards exist, it shall be necessary to install safeguards acceptable to the appropriate state and national health and environmental protection agencies prior to issuance of a certificate of occupancy. The applicant shall have the burden of establishing that said safeguards are acceptable to said agency.
- (4) The first 15 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.
- (d) *Specific uses.* The following specific uses are allowed in the M-2 district when authorized by the board of adjustment under the provisions of section 42-45:

USE	PARKING REGULATIONS
Arcade	1 space for every 200 square feet of floor area
Auto parts sales (outside)	1 space for every 1,000 square feet of floor area
Auto repair, major or minor	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Auto wrecking yard or junkyard	1 space for every 1,000 square feet of floor area
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
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
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Chemical 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 space per 1,000 square feet of gross floor area, whichever is greater
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
Concrete, asphalt batching plant (permanent)	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
Cotton gin	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
Creosote treatment	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
Exhibition area	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Explosive or fireworks manufacturing or storage	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
Fertilizer 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 space per 1,000 square feet of gross floor area, whichever is greater
Fiberglass 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 space per 1,000 square feet of gross floor area, whichever is greater
Fraternal organization, lodge	1.25 spaces per 200 square feet
Fraternal organization, lodge or civic club	1.25 spaces per 200 square feet
Garbage, offal or dead animal reduction	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
Grain elevator	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
Herbicide 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 space per 1,000 square feet of gross floor area, whichever is greater
Hospital (acute care)	1 space for every 2 beds
Hospital (chronic care); long term health care facility	1 space for each 2 beds
Insect poison 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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(Supp. No. 8)

	space per 1,000 square feet of gross floor area, whichever is greater
Junkyard or salvage yard	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
Livestock feed yards	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
Mines and quarries	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
Plumbing, heating, refrigeration or air conditioning business	1 space per 300 square feet of gross floor area
Portable building sales	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
Racetrack	1 space for every 4 seats or bench seating
Servant's, caretaker's or guard's residence	1 space per unit
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
Stable, commercial	1 space per employee plus 1 space for every 1,000 square feet of floor area
Swimming pool, commercial or private	1 space for each 100 square feet of gross water surface and deck area
Tire dealer (with or without 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
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
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
Wrecking yard (junkyard or salvage yard)	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

(e) *Site plan required.* A site plan, meeting the requirements of section 42-56, site plan requirements, shall be required for each development application for any permitted use in the M-2 district.

(f) *Development requirements.*

Minimum lot area:	None
Minimum lot width:	50 linear feet
Minimum lot depth:	80 linear feet
Minimum front yard:	A 25-foot front yard is required except that a front yard of not less than 50 feet shall be provided upon that portion of a lot abutting or across a street or alley from property in a residential or commercial district.
Minimum side yard:	No side yard is required except that a side yard or a side street yard of not less than 50 feet in width shall be provided on the side of the lot abutting a residential or commercial district.
Minimum rear yard:	No rear yard is required except that a rear yard of not less than 50 feet in depth shall be provided upon that portion of a lot abutting or across a rear street or alley from a residential district, except that such rear yard requirement shall be 25 feet in depth where the property in the residential district backs up to the rear street.
Maximum ground coverage:	None
Maximum density per acre:	NA
Height:	45 linear feet

(g) *Screening devices.* In the event that the M-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. 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 manufacturing/industrial use by the owner of the property.

(h) *Masonry requirements.*

- (1) All single-story buildings hereafter constructed or placed in the M-2 district shall have at least 75 percent of those exterior wall surfaces fronting a public street constructed of masonry and/or glass pane.
- (2) All buildings having more than a single story hereafter constructed or placed in the M-2 district shall have at least 50 percent of those exterior wall surfaces fronting a public street constructed of masonry and/or glass pane.
- (3) All additions hereafter constructed to buildings in the M-2 district shall have at least 50 percent of those exterior wall surfaces fronting a public street constructed of masonry and/or glass pane.

(Ord. No. 2015-005, § 1, 4-20-2015)

Alvarado Address	Owners	Mailing Address	City	State	Zip Code	PID
200 Village Park Dr	Alvarado Shopping Center LP ETAL	2907 Tx-121	Bedford	TX	76021	126.2473.00070
400 E Hwy 67	CFRE Holdings LLC	10525 Fm 916	Grandview	TX	76050	126.0737.01103
200 W Hwy 67	Omkar Business Group LLC	5736 Moon Flower Ct.	Fort Worth	TX	76244	126.0737.00141
5445 S. IH 35W	Siyabhakti LLC	2005 N. Main Street	Cleburne	TX	76033	126.2451.00020
400 Village Park Dr	Orchid Hotel Group LLC	1800 W. Henderson Street	Cleburne	TX	76033	126.2473.00040
1185 W. Hwy 67	Sadit LLC	8004 Winbrook Drive	Benbrook	TX	76126	126.2432.00010
1165 W. Hwy 67	Superior Grocers Inc.	1165 W. Hwy 67	Alvarado	TX	76009	126.2389.00010

Alvarado Address	Occupants	Mailing Address	City	State	Zip Code	
200 Village Park Dr	Tobacco and Gift Shop	204 Village Park Dr	Alvarado	TX	76009	126.2473.00070
400 E Hwy 67	Best Canna LLC	400 East US Highway 67	Alvarado	TX	76009	126.0737.01103
200 W Hwy 67	Alvarado Tobacco Shop	200 W Hwy 67	Alvarado	TX	76009	126.0737.00141



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

December 21, 2023

Alvarado Shopping Center LP Etal
2907 Tx-121
Bedford, TX 76021

THE CITY OF ALVARADO IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.

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 Thursday, the 18th day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m. regarding a change to zoning regulation under which the current conforming use at 204 Village Park Drive is a nonconforming use if the regulation is adopted. 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 22nd day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding a change to zoning regulation under which the current conforming use at 204 Village Park Drive is a nonconforming use if the regulation is adopted.

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

December 21, 2023

CFRE Holdings LLC
10525 Fm 916
Grandview, TX 76050

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Sincerely,

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December 21, 2023

Omkar Business Group LLC
5736 Moon Flower Ct.
Fort Worth, TX 76244

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NOTICE OF HEARING BEFORE CITY COUNCIL

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December 21, 2023

Siyabhakti LLC
200 W. Hwy 67
Alvarado, TX 76009

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

December 21, 2023

Orchid Hotel Group LLC
1800 W. Henderson Street
Cleburne, TX 76033

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

December 21, 2023

Sadit LLC
8004 Winbrook Drive
Benbrook, TX 76126

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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 22nd day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding a change to zoning regulation under which the current use at 1185 W. Hwy 67 is a nonconforming use if the use is presently conforming and the regulation is adopted.

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Sincerely,

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

December 21, 2023

Superior Grocers Inc.
1165 W. Hwy 67
Alvarado, TX 76009

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

December 21, 2023

Tobacco and Gift Shop
204 Village Park Drive
Alvarado, TX 76009

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

December 21, 2023

Best Canna LLC
400 East US Highway 67
Alvarado, TX 76009

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December 21, 2023

Alvarado Tobacco Shop
200 W. Hwy 67
Alvarado, TX 76009

THE CITY OF ALVARADO IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.

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 Thursday, the 18th day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m. regarding a change to zoning regulation under which the current conforming use at 200 W. Hwy 67 is a nonconforming use if the regulation is adopted. 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 22nd day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding a change to zoning regulation under which the current conforming use at 200 W. Hwy 67 is a nonconforming use if the regulation is adopted.

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

December 21, 2023

Super 8 by Wyndham
5445 S. IH 35W
Alvarado, TX 76009

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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 22nd day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding a change to zoning regulation under which the current use at 5445 S. IH 35W is a nonconforming use if the use is presently conforming and the regulation is adopted.

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Sincerely,

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

December 21, 2023

Comfort Inn & Suites
400 Village Park Drive
Alvarado, TX 76009

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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 Thursday, the 18th day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding a change to zoning regulation under which the current use at 400 Village Park Drive is a nonconforming use if the use is presently conforming and the regulation is adopted. 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 22nd day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding a change to zoning regulation under which the current use at 400 Village Park Drive is a nonconforming use if the use is presently conforming and the regulation is adopted.

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

December 21, 2023

Motel 6
1185 W. Hwy 67
Alvarado, TX 76009

THE CITY OF ALVARADO IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.

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 Thursday, the 18th day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding a change to zoning regulation under which the current use at 1185 W. Hwy 67 is a nonconforming use if the use is presently conforming and the regulation is adopted. 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 22nd day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding a change to zoning regulation under which the current use at 1185 W. Hwy 67 is a nonconforming use if the use is presently conforming and the regulation is adopted.

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

December 21, 2023

La Quinta Inn & Suites
1165 W. Hwy 67
Alvarado, TX 76009

THE CITY OF ALVARADO IS HOLDING A HEARING THAT WILL DETERMINE WHETHER YOU MAY LOSE THE RIGHT TO CONTINUE USING YOUR PROPERTY FOR ITS CURRENT USE. PLEASE READ THIS NOTICE CAREFULLY.

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 Thursday, the 18th day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding a change to zoning regulation under which the current use at 1165 W. Hwy 67 is a nonconforming use if the use is presently conforming and the regulation is adopted. 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 22nd day of January 2024, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding a change to zoning regulation under which the current use at 1165 W. Hwy 67 is a nonconforming use if the use is presently conforming and the regulation is adopted.

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

ORDINANCE NO. 2024-0001

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING CHAPTER 42, "ZONING" OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, AS AMENDED, ARTICLE I, "RULES OF CONSTRUCTION AND DEFINITIONS", SECTION 42-9, "DEFINITIONS", BY ADDING DEFINITION OF SMOKE SHOP; AND ARTICLE II, "DISTRICTS AND LAND USES"; AND SECTION 42-28 "MULTI-FAMILY RESIDENTIAL DISTRICT" BY CLARIFYING MAXIMUM DENSITY; SECTION 42-29, "OFFICE, LIGHT RETAIL, NEIGHBORHOOD SERVICES DISTRICT" AND SECTION 42-30, "GENERAL COMMERCIAL DISTRICT" BY CLARIFYING PERMITTED USES; AND SECTION 42-31, "M-1 LIGHT MANUFACTURING/INDUSTRIAL DISTRICT" BY AUTHORIZING USES BY SPECIFIC USE PERMIT; AND SECTION 42-32, "M-2 HEAVY MANUFACTURING/INDUSTRIAL DISTRICT" BY REMOVING SEXUALLY ORIENTED BUSINESS AS A USE ALLOWED BY-RIGHT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICAITON IN THE OFFICAL NEWSPAPER AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning and Zoning Commission of the City of Alvarado, Texas held a public hearing on January 18, 2024, with respect to the proposed amendments described herein and recommended approval by a vote of ____ in favor and ____ opposed; and

WHEREAS, in accordance with Section 211 of the Texas Local Government Code the City Council of the City of Alvarado, Texas held a public hearing on January 22, 2024, with respect to the proposed amendments described herein; and

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

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

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

SECTION 1.

Subsection (c), “*Development requirements*,” of Section 42-28, “MF multi-family residential district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, is hereby amended with the following amendment and foot note addition:

Maximum density:	15.0/25.0 dwelling units per acre ⁷
------------------	--

⁷ The first number in the column is the maximum density for a multi-family development fronting a residential street; the second number in the column is the maximum density for a multi-family development fronting a collector or major street.

***”

SECTION 2.

Subsection (b), “*Permitted uses and parking regulations*,” of Section 42-29, “C-1 office, light retail and neighborhood services district,” and Subsection (b), “*Permitted uses and parking regulations*,” of Section 42-30, “C-2 general commercial district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, are hereby amended by the following deletion:

USE	PARKING REGULATIONS
Motel, motor hotel, or motor lodge	1 space for each sleeping room, plus 1 space for each 300 square feet of commercial floor area

***”

SECTION 3.

Subsection (b), “*Permitted uses and parking regulations*,” of Section 42-32, “M-2 heavy manufacturing/industrial district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, is hereby amended with the following deletion:

USE	PARKING REGULATIONS
Sexually oriented business	1 space per 200 square feet of gross floor area

***”

SECTION 4.

Subsection (d), “*Specific uses*,” of Section 42-31, “M-1 light manufacturing/industrial district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, are hereby amended with the following addition:

USE	PARKING REGULATIONS
Motel, motor hotel, or motor lodge	1 space for each sleeping room, plus 1 space for each 300 square feet of commercial floor area

***”

SECTION 5.

Section (b), “Definitions,” of Section 42-9, “Rules of construction and definitions,” of Article I, “Applicability of Ordinance,” of Chapter 43, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas is hereby amended with the following addition:

Smoke shop means an establishment principally for the retail sale of sealed containers of tobacco or nicotine products or similar devices, including e-cigarettes. Tobacco product means any tobacco, cigarette, cigar, pipe tobacco, smokeless tobacco, snuff, or any other form of tobacco, which may be utilized for smoking, chewing, inhalation or other manner of ingestion or absorption.

***”

SECTION 6.

Subsection (d), “*Specific uses*,” of Section 42-31, “M-1 light manufacturing/industrial district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, is hereby amended with the following addition:

USE	PARKING REGULATIONS
Smoke shop	1 space per 300 square feet of gross floor area

***”

SECTION 7.

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

SECTION 8.

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

SECTION 9.

All rights or remedies of the City of Alvarado, Texas are expressly saved as to any and all violations of any ordinance affecting subdivisions or design standards that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 10.

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

SECTION 11.

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

SECTION 12.

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED ON this the 22nd day of January, 2024.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

DRAFT

ORDINANCE NO. 2024-0001

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING CHAPTER 42, “ZONING” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, AS AMENDED, ARTICLE II, “DISTRICTS AND LAND USES”; AND SECTION 42-28 “MULTI-FAMILY RESIDENTIAL DISTRICT” BY CLARIFYING MAXIMUM DENSITY; SECTION 42-29, “OFFICE, LIGHT RETAIL, NEIGHBORHOOD SERVICES DISTRICT”, SECTION 42-30, “GENERAL COMMERCIAL DISTRICT” AND “M-1 LIGHT MANUFACTURING/INDUSTRIAL DISTRICT” BY CLARIFYING PERMITTED USES; AND SECTION 42-32, “M-2 HEAVY MANUFACTURING/INDUSTRIAL DISTRICT” BY REMOVING SEXUALLY ORIENTED BUSINESS AS A USE ALLOWED BY-RIGHT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICAITON IN THE OFFICAL NEWSPAPER AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning and Zoning Commission of the City of Alvarado, Texas held a public hearing on January 18, 2024, with respect to the proposed amendments described herein and recommended approval by a vote of ____ in favor and ____ opposed; and

WHEREAS, in accordance with Section 211 of the Texas Local Government Code the City Council of the City of Alvarado, Texas held a public hearing on January 22, 2024, with respect to the proposed amendments described herein; and

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

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

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

SECTION 1.

Subsection (c), “*Development requirements*,” of Section 42-28, “MF multi-family residential district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, is hereby amended with the following amendment and foot note addition:

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SECTION 2.

Subsection (f), “*Permitted uses and parking regulations*,” of Section 42-29, “C-1 office, light retail and neighborhood services district,” and Subsection (e), “*Permitted uses and parking regulations*,” of Section 42-30, “C-2 general commercial district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, are hereby amended by the following deletion:

USE	PARKING REGULATIONS
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

***”

SECTION 3.

Subsection (b), “*Permitted uses and parking regulations*,” of Section 42-32, “M-2 heavy manufacturing/industrial district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, is hereby amended with the following deletion:

USE	PARKING REGULATIONS
Sexually oriented business	1 space per 200 square feet of gross floor area

***”

SECTION 4.

Subsection (b), “*Specific uses*,” of Section 42-31, “M-1 light manufacturing/industrial district,” of Article II, “Districts and Land Uses,” of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, are hereby amended with the following addition:

USE	PARKING REGULATIONS
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

***”

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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SECTION 8.

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

SECTION 9.

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

SECTION 10.

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED ON this the 22nd day of January, 2024.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

Contract for Display of Fireworks

This Contract for Fireworks Display ("Contract"), is made effective this ____ day of _____, 2024, by and between M7 Arena ("Display Operator") and the CITY OF ALVARADO, TEXAS ("Client"). In consideration of the premises and the full and faithful performance of the terms, conditions and obligations contained herein, the parties hereby agree as follows:

Recitals

WHEREAS, the Display Operator is a **for profit entity organized** under the laws of the State of Texas; and,

WHEREAS, Client is a Municipality organized under the laws of the State of Texas; and,

WHEREAS, Display Operator maintains its offices at _____; and,

WHEREAS, Client maintains its offices at 104 West College Street. Alvarado, Texas 76009; and,

WHEREAS, the Display Operator desires to provide a display of fireworks for Client to be held the ____ day of _____, 2024 (the "Fireworks Display"); and

WHEREAS, the Display Operator agrees to be responsible for and manage all aspects of the Fireworks Display as set out herein.

Terms and Conditions

I. Definitions:

Clean Up of Fireworks Display: Shall mean the removal of paper, cardboard, debris, and other fireworks refuse located in, on, or about the discharge site and fall out area. It does NOT include any areas that were open, accessible, or occupied by the public and/or spectators.

Discharge Site: Shall mean the area immediately surrounding the fireworks mortars, multi-shot cakes, or other firework items to be used in the Fireworks Display.

Dud: Shall mean a firework that fails to function either by failing to leave the tube or leaves the tube but never explodes.

Fallout Area: Shall mean the designated area in which debris is intended to fall after a firework device is fired.

Fireworks Display: Shall mean the entertainment event where a public or a private group is admitted or permitted to view the display or discharge of either display fireworks, consumer fireworks, proximate or theatrical fireworks or any combination thereof.

Fireworks Display Site: Shall mean the areas that include the fireworks discharge site, the designated fallout area, separation distance, all as defined in this section.

Rain Date: Shall mean an agreed alternative date for the Fireworks Display to be conducted due to unsafe, as determined by Display Operator, weather conditions.

Set Up of Fireworks Display: Shall mean the provision of all equipment and individuals necessary to perform the Fireworks Display based upon the type and number of fireworks to be used and if any, choreography. Said equipment may, but not necessarily include, mortars, mortar racks, electric firing systems, any and all cabling for said system, lighting, trucks/vehicles and music.

Separation Distance: Shall mean the distance from the fireworks mortars, multi-shot cakes, or firework items to the spectator area.

Tear Down of Fireworks Display: Shall mean the removal of all equipment that was "Set Up", as defined above, by the Display Operator. This includes a search of the Fallout Area of any "dud" fireworks and the removal of said duds.

Venue: Shall mean the location, place, locale, or site of the Fireworks Display.

II. Fireworks Display:

Display Operator agrees to provide a Fireworks Display as per the proposal submitted to the Client on the date(s) of _____, 2024 or, alternatively, on the Rain Date or at the alternate Venue as the parties agree. Display Operator understands and agrees that its management of the Fireworks Display shall include all aspects of the event, including, but not limited to, hiring entertainment, managing parking, managing Fireworks Display operations, safety management, Set Up and Tear Down of Fireworks Display, and Clean Up of Fireworks Display.

III. Display Operator Duties and Responsibilities:

- 1) The Display Operator shall maintain a certificate of insurance in the amount of **five million dollars (\$5,000,000.00)** for the Fireworks Display and the following:
 - a. The Client and land owner(s) of the Fireworks Display Site shall be listed as additional insureds.
 - b. The Fireworks Display Venue shall also be listed as an additional insured.
 - c. The certificate of insurance shall be maintained by the Display Operator and Display Operator will make it available to the Client upon request.
- 2) The Display Operator agrees to provide the following services under this Contract:
 - a. Set Up of Fireworks Display;
 - b. Tear Down of Fireworks Display;
 - c. Choreography for Fireworks Display;
 - d. Clean Up of Fireworks Display:
 - clean up shall be completed by _____ a.m./p.m. on _____, 2024.

- e. Provision of security for Fireworks Display site for spectators:
 - f. Provision of audio/sound system;
 - g. Provision of all entertainment at the Fireworks Display;
 - h. Obtain all required permits or other required government authorizations to conduct the Fireworks Display.
- 3) Should the Display Operator wish to leave live material at the Fireworks Display Site overnight or during set up, any required security to protect and preserve the fireworks and the area immediately surrounding the location where the Fireworks Display set up and all related costs for said security shall be the responsibility of the Display Operator.
 - 4) It is understood and acceptable by both parties that the industry standard of no more than 2% of the total number of fireworks shells utilized in a display may not fire or be used in the Fireworks Display for whatever reason and those unused shells shall not reduce the Contract price of the Fireworks Display.
 - 5) Display Operator agrees to a Rain Date on the ____ day of _____, 2024. The Rain Date Fireworks Display shall be conducted at _____ (street address), _____ (city/town), _____ (state) or at the alternate Venue discussed herein.

IV. Client Duties and Responsibilities:

- 1) In consideration of the fully adhered to and completed above stated conditions, the Client agrees to pay the Display Operator the not to exceed sum of \$80,431 for a Fireworks Display to be performed on the 6th day of July 2024, within thirty (30) days of completion of the Fireworks Display unless otherwise mutually agreed in writing by the parties.
- 2) A deposit of \$_____ shall be made upon execution of this Contract.
- 3) All payments shall be made in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251. Despite any other provision to the contrary in the Contract, interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251. Client is tax exempt and shall not be subject to or pay for any charges for taxes under the Contract. All payments by the Client under the Contract, including any provision in the Contract relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to the annual appropriation of public funding budgeted for the specific purposes of the Contract in accordance with the Client's Charter and Texas law. Customer may terminate this Contract if its governing body declines to fund this Contract in a future budget.

V. Rescheduling and/or Cancellation of Fireworks Display:

- 1) The Display Operator shall determine what weather conditions prohibit the Client from proceeding with the Fireworks Display; in which case, Display Operator agrees to present the Fireworks Display on the Rain Date. Should the Fireworks Display not occur on _____, 2024, or on the Rain Date, the Display Operator and the Client will work together to set a

mutually agreeable date to present the Fireworks Display. Further, notwithstanding any provision in this Contract to the contrary, in the event the Fireworks Display is unable to be presented by no fault of Client (including, but not limited to a failure of materials or equipment), the Display Operator will reschedule the Fireworks Display to a date mutually agreeable with the Client, or in the alternative, will repay to the Client all of the paid fees described in Section IV of this Contract.

VI. Alternate Venue:

- 1) Parties agree that if Display Operator's venue is sold prior to the Fireworks Display, the event will be held at "Whistlejacket Farm" located at 4025 S Burleson Boulevard., Alvarado, Texas 76009; furthermore, the Fireworks Display shall be conducted from a venue to be located on or near North Cummings Drive, Alvarado, Texas 76009. In the case that the event venue changes to "Whistlejacket Farm", regardless of cause, Client agrees to pay Display Operator an additional fee of ten thousand dollars (\$10,000.00).

VII. Miscellaneous:

- 1) Display Operator shall perform its obligations under the Contract as an independent contractor and shall not be considered an agent, representative, or employee of the Client for any purpose whatsoever, including, but not limited to, entitlement to Client employee benefits. Display Operator hereby expressly waives any claim or entitlement to such benefits. Furthermore, the Contract is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing contained in the Contract shall create a contractual relationship with, or any rights in favor of, any third-party.
- 2) Parties agree that this Contract is performable in Johnson County, Texas and that any litigation arising from this Contract shall be brought in a court of competent jurisdiction within the State of Texas and that the laws of the State of Texas shall control any and all claims, disputes, litigation, and interpretation related to this Contract. Mandatory venue for any litigation arising from this Contract shall be the state courts of Johnson County, Texas or federal courts with jurisdiction over Johnson County, Texas.
- 3) At the conclusion of any litigation arising from this Contract, the party found to be in breach of the Contract shall be responsible to the other party for all costs (including but not limited to court costs, attorney fees, litigation expenses, witness fees/expenses, travel expenses and similar costs), prejudgment interest, post judgment interest, fees, expenses and all damages incurred by the other party.
- 4) Any amendments, changes, or modifications to the terms specified by this Contract shall be reduced to writing and signed by the parties before said changes are binding upon the parties.
- 5) The parties hereby agree that Client is entering into the Contract in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the City of Alvarado, the general public, and the State of Texas, and nothing contained in the Contract shall be construed as constituting a waiver of the Client's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by Texas law.
- 6) All information, documents, feedback, and communications relating to the Contract shall be subject to the Texas Public Information Act ("TPIA") and the Texas Records Retention Acts (the "Acts") and any opinion of the Texas Attorney General or a court of competent jurisdiction

relating to the TPIA. In the event Client receives a request for any confidential information, Display Operator shall be responsible to provide Client with information and arguments necessary to include in any letter to the Texas Attorney General requesting that the documents be exempt from required disclosure.

[Signatures on following page]

Dated this _____ day of _____, 2024.

M7 Arena:

City of Alvarado, Texas

By: _____
Todd Massey, Owner/Display Operator

By: _____
Paul DeBuff, City Manager

Attest:

Beth Walls, City Secretary



City Council Meeting Management Report

Meeting Date: January 22, 2024

Contact: Jules Vincent Rosen, Events Manager

Phone: 817-783-8481

AGENDA ITEM:

Consideration and action to authorize the City Manager to execute the 2024 Contract for Fireworks Display associated with the upcoming Independence Day event on July 6, 2024.

BACKGROUND & FINDINGS:

On July 5-6, 2024, M7 Arena (8001 FM3136) will be hosting the 2024 Independence Day Celebration, with a scheduled fireworks display on Saturday, July 6th.

This year's contract has been updated to include a clause regarding a change in venue should M7 Arena sale before the event. In case M7 Arena is sold, the Independence Day celebration will take place at Whistlejacket Farm (4025 S. Burleson Boulevard).

Attached is a copy of the 2024 Independence Day fireworks display contract.

FINANCIAL IMPACT:

The financial impact totals \$80,430.93, plus an additional \$10,000.00 (contingent upon the sale of M7 Arena).

RECOMMENDATION:

Staff recommends City Council authorize the City Manager to execute the 2024 Independence Day Fireworks Display contract with M7 Arena.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: January 22, 2024

Contact: Beth A Walls, City Secretary

Phone: 817-790-3351 Ext. 114

AGENDA ITEM:

Consideration and action to approve Resolution 2024-0002 calling May 4, 2024 General Election

BACKGROUND & FINDINGS:

- The 2024 General Election will be May 4, 2024.
- Due to changes stated and passed in the City Charter, the following positions are up for re-election in 2024:
 - Mayor At-Large Current: Jacob Wheat
 - Council Member Ward 1 Place 1 Current: Michael Bennet
 - Council Member Ward 2 Place 2 Current: Lydia Moon
- Johnson County Elections office only contracts with cities to conduct elections on odd numbered years so we will be holding our own election.
- I am proposing that we move the voting place to the Senior Center for 2024.
 - During the early voting and election period, both Municipal Court and any meetings planned must be postponed or moved.
 - We can set up the voting to not disturb the current users of the Senior Center.
 - Jessica Hill will be Early Voting Clerk for the 7 days of early voting.

RECOMMENDATION:

Recommend approving Resolution 2024-0002.

MANAGEMENT REVIEW: Paul DeBuff, City Manager

LEGAL REVIEW: Ashley Dierker

RESOLUTION NO. R2024-0005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 4, 2024 ESTABLISHING PROCEDURES FOR THAT ELECTION, AUTHORIZING THE METHOD OF VOTING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, state law has established the 1st Saturday in May as the date for general municipal elections; and

WHEREAS, by this Resolution, it is the intention of the City Council to call the general election, designate a polling place for this election, to appoint the necessary election officers and to establish and set forth procedures for conducting the election.

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

Section 1.

Election Order. A general election shall be held in the City of Alvarado, Texas, on Saturday, May 4, 2024, at which the following officials will be elected for three (3) year terms ending in May 2027:

Mayor	At-Large
City Council Member, Ward 1, Place 1	
City Council Member, Ward 2, Place 2	

Section 2.

Polling Place. The polling place for the General Election shall be as follows:

Alvarado Senior Center
301 West College
Alvarado, Texas, 76009

The polls shall be open from 7:00 a.m. until 7:00 p.m. on May 4, 2024, in accordance with and pursuant to the requirements of the Texas Election Code (the “Code”).

Section 3.

Filing Dates. In accordance with the Code, eligible persons wishing to become candidates must file application with the City Secretary of the City of Alvarado, 104 West College, Alvarado, Texas, 76009, and may do so beginning at 8:00 a.m., January 17, 2024 and continue through February 16, 2024 until 4:00 p.m. Each application shall be on a form meeting the requirements of Section 141.031 of the Code.

Section 4.

Appointment of Election Judge and Alternative Election Judge. Qualified shall be appointed to serve as presiding Election Judge and Alternate Presiding Judge for this election pursuant to the Code.

The City Secretary shall, in accordance with Section 32.009 of the Election Code, deliver to the Presiding Election Judge and the Alternate Presiding Judges notice of their appointments not later than twenty (20) days from the effective date of the appointment.

Section 5.

Appointment of Clerks. The Presiding Election Judge for the polling place shall appoint Election Clerks and as many additional Clerks as are necessary for the proper conduct of the election. Provided, however, three (3) clerks shall be the maximum number of Clerks which may be appointed to serve at the polling place. The Judge shall make a reasonable effort to appoint at least one (1) bilingual election clerk.

Section 6.

Method of Voting. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the General Election, in accordance with this resolution. Paper ballots shall be used for early voting in person, by mail and for voting on election day. The ES&S AutoMARK Direct Recording Electronic (DRE) Voting System shall be used for early voting by personal appearance and for voting by personal appearance on election day. The City Council hereby adopts for use in early voting and on election day voting the ES&S AutoMARK Direct Recording Electronic (DRE) Voting System as approved by the Secretary of State. The ES&S AutoMARK will be leased from Johnson County. The City Manager is authorized to approve this lease. All expenditures necessary for the conduct of this election, the purchase of materials therefore, and the employment of all election officials is hereby authorized, and shall be conducted in accordance with the Code.

Section 7.

Governing Law and Qualified Voters. The election shall be held in accordance with the Constitution of the State of Texas, the Code and the Charter of the City of Alvarado. All resident qualified voters of the City shall be eligible to vote at this election.

Section 8.

Publication and Posting of Notice of Election. Notice of the election shall be given as required by Chapter 4 of the Code, and the Charter of the City of Alvarado.

Section 9.

Early Voting. The Deputy City Secretary, City of Alvarado, 104 West College, Alvarado, Texas, 76009, is hereby designated as the Early Voting Clerk and she may appoint the necessary deputy clerks as required for early voting. Early voting by personal appearance shall be conducted

between the hours of 8:00 a.m. until 5:00 p.m. on each day which is not a Saturday or Sunday, or an official State or Federal Holiday, beginning on April 22, 2024 and continuing through April 30, 2024, Early Voting by personal appearance shall be at the Alvarado Senior Center, 301 West College, Alvarado, Texas, 76009. Applications for early voting by mail shall be delivered in person or by mail to the City Secretary at 104 West College, Alvarado, Texas, 76009, not earlier than Monday, January 1, 2024, and not later than the close of business on Tuesday, April 23, 2024.

Section 10.

Delivery of Returns. In accordance with the Election Code, immediately after the closing of the polls on the day of the election, the election officers names in this resolution shall make and deliver the returns of the election in triplicate as follows: one copy shall be retained by the Presiding Election Judge; one copy shall be delivered to the Mayor of the City; and one copy of the returns, together with the ballot boxes and all election supplies, shall be delivered to the City Secretary. All election records and supplies shall be preserved by the City Secretary in accordance with the Election Code.

Section 11.

Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the election, whether or not expressly authorized herein.

Section 12.

Effective Date. This resolution shall be effective upon its adoption.

PASSED AND APPROVED this 22nd day of January, 2024.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

Beth A Walls, City Secretary



City Council Meeting Management Report

Meeting Date: 1/22/2024

Contact: John Rodgers

Phone: 972-814-8845

AGENDA ITEM:

New Fire Engine

Consideration for entering into contract for purchase of a new fire engine.

BACKGROUND & FINDINGS:

It is a good practice, and in the City of Alvarado Fire Department's best interest to have its major fire apparatus on a replacement schedule. Industry standard is for a fire engine to have a life span of 20 years. At 10 years, the apparatus goes to reserve status, and at 20 years the apparatus is retired. The fire engine we are replacing (E-279) will be 22 years old when the new engine arrives. Consistent with this reasoning, we are starting to have major problems with E-279. It currently has 136,203 miles and needs a new transmission.

There are generally two major fire engine manufacturers that I am comfortable with. We have chosen to go with Metro Fire Apparatus Specialists, Inc. The new engine is a sister truck to our current first out apparatus. They provided us with the best price and turnaround time for construction. Our new normal for fire engine construction is around 600 days.

FINANCIAL IMPACT:

The construction cost of the fire engine is \$999,302.00. The City of Alvarado's cost share is \$499,302.00, with Emergency Services District #1 paying the balance of \$500,000.00. We are very fortunate to have the ESD as a partner in this purchase. Just three months ago, the cost share policy at the ESD was a maximum of \$350,000.00. With input from myself and other area fire chiefs, the ESD increased the maximum cost share to \$500,000.00. We are taking advantage of the full amount. The caveat being, we cannot seek any other new apparatus cost share assistance for the next five years.

RECOMMENDATION:

Staff recommends City Council authorize the Fire Chief and CFO to execute a contract with Metro Fire Apparatus Specialists, Inc in the amount of \$499,302.00 for the purchase of a new fire engine.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



PRE-PAYMENT INVOICE

Remit to:
17350 State Hwy 249 Ste. 250
Houston, TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Number	220724-1B
Invoice Date	01/08/2024
Ordered Date	01/04/2024
Page	1

Bill to: ALVARADO FIRE DEPARTMENT
104 WEST COLLEGE
ALVARADO, TX 76009

Ship to: ALVARADO FIRE DEPARTMENT
104 WEST COLLEGE
ALVARADO, TX 76009

Phone: (817) 790-8884

Phone: (817) 790-8884

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
ALV001		APPARATUS		LETTER OF INTENT
Entered By	FOB	Ship Via	Terms	
BRIAN RUSSELL	DESTINATION	BEST WAY	DUR	
Customer/Order Instructions				

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	B/O					
1	0	1	EA	MET-APPARATUS	SPARTAN NXT PUMPER ON A METRO STAR CHASSIS AND EQUIPMENT AS SPECIFIED JOHNSON COUNTY ESD # 1 WILL PAY BALANCE OF TRUCK PURCHASE IN THE AMOUNT OF \$500,000.00	499,302.00	499,302.00
SubTotal							499,302.00
TOTAL							499,302.00



City Council Meeting Management Report

Meeting Date: 22 January 2024

Contact: Paul DeBuff, City Manager

Phone: 972-790-3351

AGENDA ITEM:

Consideration and action to defederalize right of way acquisition funding for N. Cummings Drive Project.

BACKGROUND & FINDINGS:

The Advance Funding Agreement for Federal funding for N. Cummings Drive estimates the cost of Right of Way (ROW) acquisition for the future expansion of N. Cummings Drive to be approximately \$450,000. The City will be responsible for 20% of that amount, or \$90,000.

This funding source requires that environmental impact studies be complete before ROW acquisition can begin. This means that environmental studies will delay ROW acquisition by approximately 6-9 months. However, if the City elects to “defederalize,” or take on this expense earlier than planned, the City can begin ROW acquisition immediately, saving the City a significant amount of time (approximately 6 months) in the construction of N. Cummings.

FINANCIAL IMPACT:

This action simply allows the City to incur a planned expenditure of \$90,000 early, and take on \$360,000 federal portion which will then be reallocated from ROW acquisition to construction. Therefore, there is **no net impact** on funding of the overall project. However, an amendment to the FY24 budget for \$450,000 will be required to accommodate the early expenditure of these funds.

RECOMMENDATION:

Staff recommends approving this action to allow ROW acquisition to begin immediately.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: 22 January 2024

Contact: Paul DeBuff, City Manager

Phone: 972-790-3351

AGENDA ITEM:

Two separate items:

- Public Hearing on adjusting the boundaries of the Lone Oak Public Improvement District.
- Consideration and action to approve Resolution R2024-0003 reducing the acreage and adjusting the boundaries of the Lone Oak Public Improvement District.

BACKGROUND & FINDINGS:

The City previously created the Lone Oak Public Improvement District (the "PID") consisting of 352.471 acres pursuant to a resolution approved on October 18, 2021, then expanded the District by 76.93 acres on April 18, 2022, making a total of 429.401 acres.

Since then, the Petitioners (Lone Oak) discovered a slight discrepancy in the legal description and acreage and have petitioned the City to reduce the acreage of the Current PID Boundaries from 429.401 to 428.755 to accurately reflect the updated legal description and depiction of the Property.

A public hearing is required to adjust the PID boundaries.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Recommend approving the Resolution reducing the acreage and adjusting the PID boundaries.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
JOHNSON COUNTY
CITY OF ALVARADO

We, the undersigned officers of the City of Alvarado (the **City**), hereby certify as follows:

1. The Council convened in a regular meeting on January 22, 2024, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Jacob Wheat, Mayor
Michael Bennett, Ward 1
Cherry Bryant, Ward 2
Kevin Thomas, Ward 3

Lydia Moon, Ward 2
Beverly Short, Ward 1
Scott Arthur, Ward 3

and all of said persons were present except _____ thus constituting a quorum. Whereupon, among other business the following was transacted at said meeting: a written

RESOLUTION R2024-00 OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, REDUCING THE ACREAGE AND ADJUSTING THE BOUNDARIES OF THE LONE OAK PUBLIC IMPROVEMENT DISTRICT

was duly introduced for the consideration of said Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried, with all members of said Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in said Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from said Council's minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Council as indicated therein; that each of the officers and members of said Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and that said meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given all as required by the Texas Government Code, Chapter 551.

3. The City Council has approved and hereby approves the Resolution; and the Mayor and City Secretary hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON JANUARY 22, 2024.

Beth A. Walls
City Secretary

Jacob Wheat
Mayor

(CITY SEAL)

RESOLUTION NO. R2024-0003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS,
REDUCING THE ACREAGE AND ADJUSTING THE BOUNDARIES OF THE LONE OAK
PUBLIC IMPROVEMENT DISTRICT

WHEREAS, Chapter 372 of the Texas Local Government Code (the “*Act*”) authorizes the creation of public improvement districts; and

WHEREAS, the City has previously created Lone Oak Public Improvement District (the “*District*”) consisting of 352.471 acres pursuant to a resolution approved on October 18, 2021 (the “*Creation Resolution*”);

WHEREAS, on April 18, 2022, the City approved a resolution expanding the Lone Oak Public Improvement District and adding 76.93 acres.

WHEREAS, the Lone Oak Public Improvement District, as expanded, is comprised of a total of approximately 429.401 acres (the “*Current PID Boundaries*”); and

WHEREAS, the Petitioners petitioned the City to reduce the acreage of the Current PID Boundaries from 429.401 to 428.755 to accurately reflect the updated legal description and depiction of the Property in ***Exhibit A*** attached hereto; and

WHEREAS, the owners of certain real property within the District (the “*Petitioners*”) delivered to the City of Alvarado, Texas a petition (the “*Petition*”) meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the removed land and more than fifty percent (50%) of all record owners of property liable for assessment within the removed land have executed the Petition requesting the adjust the Current PID Boundaries and decrease the District acreage to approximately 428.755 acres to accurately reflect the updated legal description and depiction of the Property in ***Exhibit A***; and

WHEREAS, the Petitioners are the only landowners affected by the boundary reduction described in the Petition; and

WHEREAS, the Act states that a Petition to include land in a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution determining the boundaries of the District, the City Council must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the method of assessment, and the apportionment, if any, of the costs between the District and the City; and

WHEREAS, after providing all notices required by the Act, the City, on January 22, 2024, conducted a public hearing pursuant to Section 372.012 of the Act on the advisability of the removal of the acreage; and

WHEREAS, the City Council adjourned and closed the public hearing.

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

SECTION 1: The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

SECTION 2: The Petition submitted to the City was filed with the City Secretary and complies with Subchapter A of the Act.

SECTION 3. Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on January 22, 2024, hereby finds and declares:

(a) Advisability of the Proposed Improvements. It is advisable to reduce the acreage and change the boundaries of the District to provide the Authorized Improvements (as defined herein) and services to the District. The Authorized Improvements are necessary to serve the District, will promote the interests of the City and will confer a special benefit on the District, including with the changed boundaries.

(b) General Nature of the Improvements. The general nature of the proposed Authorized Improvements to be provided in and to the District include the design, acquisition and construction of those improvements for which the District was created and identified in the Creation Resolution (the "Initial Improvements") consisting of (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District and (ix) payment of costs associated with developing and financing the public improvements listed above, as well as the costs of issuance, reserve funds, capitalized interest or credit enhancement of bonds issued for the purposes described above (the "*Additional Improvements*" and, together with the Initial Improvements, the "*Authorized Improvements*").

(c) Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Additional Improvements benefitting the Property,

together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$42,000,000 including the Initial Improvements.

(d) Boundaries. The District compromises approximately 429.401 acres and after the changes to the legal description and boundaries shall be reduced to 428.755 acres. The revised boundaries of the District are set forth in Exhibit A attached hereto.

(e) Proposed Method of Assessment. The City shall levy assessments on each lot or tract within the District, in a manner and using an assessment methodology that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including accrued and unpaid interest), or in annual installments (including interest). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed in whole or in part by the assessment, and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest). A report will be prepared showing the special benefit accruing to property in the District and how the costs of the Authorized Improvements are assessed to property on the basis of special benefit.

(f) Apportionment of Cost between the City and the District. All of the costs of the Additional Improvements will be paid from assessments levied on properties within the District or bonds to be issued by the City, which bonds will be repaid from the assessments levied on properties within the District and from other sources of funds, if any, available to the City. All assessments levied or to be levied on a property within the District shall be apportioned the basis of the special benefit accruing to such property relating to the Additional Improvements.

(g) Management of the District. The District, as decreased by this resolution, shall continue to be managed by the City or with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) Advisory Body. The District shall continue to be managed without the creation of an advisory body.

SECTION 4. The District's boundaries are hereby changed to be as described in Exhibit A in accordance with the findings in this Resolution.

SECTION 5. The City's staff is directed to give notice of the boundary changes of the District by filing a copy of this Resolution with the Johnson County Clerk not later than the seventh day after the date of the adoption of this Resolution. The District, as reduced by this resolution, shall exist until dissolved or terminated as provided by law.

SECTION 6. This Resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, THIS 22nd DAY OF JANUARY, 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A Walls City Secretary

[CITY SEAL]

Exhibit A

District Land Boundaries

BEING a 428.755 acre tract of land situated in the DAVID MITCHELL SURVEY, ABSTRACT NO. 586, JAMES B. CONGER SURVEY, ABSTRACT NO. 150, GEORGES. MCINTOSH SURVEY, ABSTRACT NO. 625, AMOS M. JAMES SURVEY, ABSTRACT NO. 466, JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079, in the City of Alvarado, Johnson County, Texas, being all of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and Lot 3, Block 1, SR20 Addition, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 10, Page 742, Plat Records, Johnson County, Texas, said point being in the west right-of-way line of County Road 607;

THENCE North 89 degrees 12 minutes 10 seconds West, along the common line of said Robinson tract, and said Lot 3, Block 1, a distance of 2,585.01 feet to a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 3, Block 1;

THENCE South 05 degrees 36 minutes 42 seconds West, along the common line of said Robinson tract, and said Lot 3, Block 1, passing the common corner of said Lot 3, Block 1, and Lot 2, Block 1, of said SR20 Addition, and continuing a total distance of 1,565.44 feet to a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE South 89 degrees 51 minutes 19 seconds East, along the common line of said Robinson tract, and said Lot 2, Block 1, a distance of 76.81 feet to a one-half inch iron rod found for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE South 00 degrees 06 minutes 33 seconds West, along the common line of said Robinson tract, and said Lot 2, Block 1, a distance of 90.02 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE South 89 degrees 51 minutes 50 seconds West, along the south line of said Robinson tract, passing a one-half inch iron rod found at a distance of 4.08 feet, passing a railroad spike found for the northeast corner of a tract of land described as tract two in a deed to Dixie Partners 8, LLC, recorded in Document Number 2018-04925, Deed Records, Johnson County, Texas at a distance of 29.00 feet, passing a one-half inch iron rod found online at a distance of 31.21 feet, passing a five-eighths inch iron rod with cap stamped "2KC" found for the common corner of said tract two, and tract one of said Dixie Partners 8, LLC tract at a distance of 1,454.58 feet, and continuing a total distance of 2,636.77 feet to a one-half inch

iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, said Dixie Partners 8, LLC tract one, and a tract of land described in a deed to Alvarado ISD, recorded in Volume 2691, Page 258, Deed Records, Johnson County, Texas;

THENCE North 00 degrees 34 minutes 44 seconds East, along the common line of said Robinson tract, and said Alvarado ISD tract, a distance of 1,629.93 feet to a two inch iron pipe found for the common corner of said Robinson tract, Alvarado tract, and a tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Deed Records, Tarrant County, Texas;

THENCE North 00 degrees 19 minutes 20 seconds East, along the common line of said Robinson tract, and said Franklin tract, a distance of 2,169.58 feet to a one-half inch iron rod found for the common corner of said Robinson tract, and said Franklin tract;

THENCE North 12 degrees 02 minutes 50 seconds West, along the common line of said Robinson tract, and said Franklin tract, a distance of 761.63 feet to an 80d nail with washer stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Franklin tract, said point being in the centerline of County Road 508, more or less;

THENCE North 60 degrees 07 minutes 21 seconds East, along the north line of said Robinson tract, and along the centerline of said County Road 508, more or less, a distance of 1,221.36 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and a tract of land described in a deed to Simla Investments, LLC, recorded in Document Number 2018-05552, Deed Records, Johnson County, Texas;

THENCE South 29 degrees 22 minutes 14 seconds East, along the common line of said Robinson tract, and said Simla Investments, LLC tract, passing a one-half inch iron rod found online at a distance of 23.38 feet, passing a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found at the common corner of said Simla Investments, LLC tract, and a tract of land described in a deed to Nava Legacy 49, LLC, recorded in Document Number 2019-34549, Deed Records, Johnson County, Texas at a distance of 441.15 feet, and continuing a total distance of 1,730.13 feet to a 4 inch steel post found for the common corner of said Robinson tract, said Nava Legacy 49, LLC tract;

THENCE North 60 degrees 23 minutes 20 seconds East, along the common line of said Robinson tract, and said Nava Legacy 49, LLC tract, a distance of 1,883.36 feet to a one-half inch iron rod with plastic cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, said Nava Legacy 49, LLC tract, and a tract of land described in a deed to Silken Inc., recorded in Volume 2271, Page 110, Deed Records, Johnson County, Texas;

THENCE North 60 degrees 27 minutes 35 seconds East, along the common line of said Robinson tract, and said Silken Inc tract, a distance of 1,584.29 feet to a five-eighths inch iron rod found for the common corner of said Robinson tract, Block 1 Sage Meadows, an

addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 8, Page 541, Plat Records, Johnson County, Texas;

THENCE South 04 degrees 15 minutes 09 seconds West, along the common line of said Robinson tract, and said Block 1, a distance of 647.86 feet to a five-eighths inch iron rod found for the common corner of said Robinson tract, and said Block 1;

THENCE North 86 degrees 29 minutes 36 seconds West, along the common line of said Robinson tract, and said Block 1, a distance of 257.82 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Block 1;

THENCE South 04 degrees 30 minutes 31 seconds West, along the common line of said Robinson tract, and said Block 1, passing the common corner of said Block 1, and a tract of land in a deed to Carolyn K. Myers, recorded in Volume 3272, Page 803, Deed Records, Johnson County, Texas, described in Volume 2196, Page 326, Deed Records, Johnson County Texas, passing the common corner of said Myers tract, and a tract of land described in a deed to Antonino Alegria and Jeanette F. Alegria, recorded in Document Number 2012-05342, Deed Record, Johnson County, Texas, and continuing a total distance of 1,325.63 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Alegria tract;

THENCE South 88 degrees 42 minutes 17 seconds East, along the common line of said Robinson tract, and said Alegria tract, a distance of 904.65 feet to a five-eighths inch iron rod found for the common corner of said Robinson tract, and said Alegria tract;

THENCE South 00 degrees 19 minutes 40 seconds East, along the common line of said Robinson tract, and said Alegria tract, passing a five-eighths inch iron rod found for an interior corner of said Alegria tract, said point being in the right-of-way line of said County Road 607, at a distance of 26.31 feet, and continuing along the east line of said Robinson tract, and along the west right-of-way line of said County Road 607, a total distance of 1,765.89 feet to the **POINT OF BEGINNING** and containing 18,676,563 square feet or 428.755 acres of land more or less.

**SECOND AMENDED AND RESTATED
LONE OAK DEVELOPMENT AGREEMENT**

AMONG

**GRBK EDGEWOOD LLC,
a Texas limited liability company,**

**CENTURY LAND HOLDINGS OF TEXAS, LLC,
a Texas limited liability company,**

AND

THE CITY OF ALVARADO, TEXAS

2024

SECOND AMENDED AND RESTATED LONE OAK DEVELOPMENT AGREEMENT

This Second Amended and Restated Lone Oak Development Agreement (this “Agreement”) is executed between **GRBK Edgewood LLC**, a Texas limited liability company (“GRBK”), **Century Land Holdings of Texas, LLC**, a Texas limited liability company (“Century”), (GRBK and Century, collectively the “Developer”), and the **City of Alvarado, Texas**, a Texas Home Rule municipality (the “City”) to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement and after Century or GRBK has closed on the Alvarado 429 Interest, as defined below, (the “Effective Date”).

RECITALS

WHEREAS, this Agreement amends and restates that particular Amended and Restated Lone Oak Development Agreement between GRBK, Alvarado 429 Partners, LLC, a Texas limited liability company (“Alvarado 429 Partners”), and the City, dated October 18, 2021 (the “First 2021 Amended Agreement”), which first amended that certain Lone Oak Development Agreement between Alvarado 429 Partners and the City, dated June 25, 2021 (the “Original Agreement”); and

WHEREAS, the Developer and the City are sometimes individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, the City is a home rule municipality of the state of Texas located in Johnson County (the “County”); and

WHEREAS, Alvarado 429 Partners and GRBK each own a fifty percent (50%) undivided interest in approximately 428.755 acres of real property described by metes and bounds and depicted in **Exhibit A**, and located in Johnson County (the “Property”); and

WHEREAS, Century or GRBK will close on Alvarado 429 Partners’ 50% undivided ownership interest in the Property (the “Alvarado 429 Interest”); and

WHEREAS, if GRBK closes on the Alvarado 429 Interest, then Century will no longer be a Party to this Agreement; and

WHEREAS, on October 18, 2021, the City approved a resolution creating the Lone Oak Public Improvement District consisting of 352.471 acres and on April 18, 2022, the City approved a resolution expanding the Lone Oak Public Improvement District and adding 76.93 acres.

WHEREAS, the Lone Oak Public Improvement District, as expanded, is comprised of a total of approximately 429.401 acres (the “PID”); and

WHEREAS, the Parties intend to reduce the acreage of the PID from 429.401 to 428.755 to accurately reflect the updated legal description and depiction of the Property in **Exhibit A**; and

WHEREAS, pursuant to the First 2021 Amended Agreement, on April 18, 2022 the City lawfully annexed approximately 352.471 acres of the Property into the corporate limits of the City (the

“Annexed Property”) by adoption of Ordinance no. 2022-0005 leaving an approximately 76.93 acre portion of the Property that is contiguous to the City and located wholly within the extraterritorial jurisdiction (“ETJ”) of the City and not within the ETJ or corporate limit of any other municipality (the “ETJ Property”); and

WHEREAS, the Annexed Property and the ETJ Property are both included in the PID; and

WHEREAS, the Parties agree to annex the ETJ Property into the corporate limits of the City as set forth in this Agreement; and

WHEREAS, the Developer plans to develop the Property as a master planned residential development upon the execution of this Agreement and the City, contingent on Developer not being in breach of this Agreement and agreements related to the Property, expects to exercise its powers under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”) for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement; and

WHEREAS, in consideration of the Developer’s agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to negotiate and consider a Service and Assessment Plan for the PID and one or more Assessment Ordinances in accordance with the PID Act and pursuant to this Agreement; and

WHEREAS, the Developer desires and intends to design, construct, and install certain Public Infrastructure to serve the development of the Property, which may be eligible for reimbursement through the PID (“Authorized Improvements”), and which Authorized Improvements are generally identified in **Exhibit B** and are intended by the Developer to be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer intends for the design, construction, and installation of the Public Infrastructure to occur in phases and to dedicate such Public Infrastructure to the City or Johnson County Special Utility District (“JCSUD”), as applicable, for use and maintenance, subject to approval of the plans and inspection of the Public Infrastructure in accordance with this Agreement and contingent upon the partial or total financing of such Public Infrastructure; and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements will be Forty-Two Million Dollars (\$42,000,000.00) and is the maximum amount that Developer will seek to finance and will seek for reimbursement from the PID unless this Agreement is amended to reflect a higher amount; and

WHEREAS, in consideration of the Developer’s agreements contained herein, the City shall consider, in its sole discretion, the adoption of a Service and Assessment Plan for the PID and one or more Assessment Ordinances to provide financing that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act: obtain reimbursement for a specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments or using the proceeds of PID Bonds within the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds first and then Administrative Expenses; and

WHEREAS, the City, subject to the discretion and approval of the governing body of the City (the “City Council”) and contingent on the Developer not being in breach of this Agreement and agreements related to the Property, and in accordance with the PID Act, agrees to: (i) consider the adoption of a Service and Assessment Plan for the PID; (ii) consider the adoption of one or more Assessment Ordinances to pay for a specified portion of the Budgeted Cost or Authorized Improvements Cost of the Authorized Improvements and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iii) consider the issuance of multiple series of PID Bonds in an aggregate amount not to exceed Forty-Two Million Dollars (\$42,000,000.00) in principal amount for the purpose of financing a specified portion of the Budgeted Cost or Authorized Improvements Cost of the Authorized Improvements and paying associated costs as authorized by the PID Act; and

WHEREAS, prior to the sale of the first series of PID Bonds: (i) the City Council shall have reviewed, approved and adopted a Service and Assessment Plan and an Assessment Ordinance (collectively, the “PID Documents”), as required by the PID Act; (ii) the City Council shall have reviewed and approved the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit F** hereto; (iii) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement in substantially the same form as attached as **Exhibit G** hereto; and (iv) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, all of the City’s Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the SAP, and the City will not be responsible for payment of such costs; and

WHEREAS, the Parties intend that the Property be developed as a residential development consisting of residential uses, open space, and other public and private amenities (the “Project”) that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City; and

WHEREAS, the Property shall be developed pursuant to (i) the Concept Plan, attached to this Agreement as **Exhibit C**, the Preliminary Plat, attached as **Exhibit D-1**, and the Development Standards, attached as **Exhibit E**; and (ii) current ordinances of the City, except as same may be modified by this Agreement including any exhibits; and

WHEREAS, the Parties intend for the City to provide retail sewer service to the Property as set forth in this Agreement; and

WHEREAS, JCSUD holds the certificate of convenience and necessity for providing retail water service to the Property and the Parties agree that JCSUD will provide retail water to the Property; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I **DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting, enforcing and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Authorized Improvements Projects.

Assessment Ordinance means an ordinance adopted by the City Council which levies a special assessment on the Property within the PID, in accordance with the PID Act and the SAP, to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds (the “Assessments”).

Assessment Roll(s) means the Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each Parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, and roadway infrastructure and public improvements needed to serve and fully develop the Property and to be constructed by the Developer or caused to be constructed by the Developer, including but not limited to the improvements listed in **Exhibit B**, as fully described in the SAP, and as authorized by Section 372.003 of the PID Act.

Authorized Improvement Costs mean the actual costs of design, engineering, construction, acquisition, and inspection costs of the Authorized Improvements, and all costs related in any manner to the Authorized Improvements.

Bond Indenture means a trust indenture by and between the City and a trustee bank under which PID Bonds are issued and funds disbursed.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit B**.

Certification for Payment Form means a certificate which shall be submitted to the City for work completed on any of the Authorized Improvements, in substantially the same form as attached to the Bond Indenture.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean the Code of Ordinances, City of Alvarado, Texas provisions, ordinances, design standards, uniform and international building and construction codes, and regulations duly adopted by the City, which may be amended from time to time, and subject to the provisions of Section 9.1 and 9.2 and which may be varied pursuant to this Agreement, the TIA, the Concept Plan, Preliminary Plat, and Development Standards.

Cost Underruns mean actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP.

Developer Improvement Account means the construction fund account created under the Bond Indenture, funded by the Developer, and used to pay portions of the acquisition, design, and construction of the Authorized Improvements.

Development means the new development on the Property constructed in accordance with this Agreement and which constitutes the Project.

End Buyer means any Developer, developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

Estimated Equivalent Tax Rate means, for each lot classification identified in the SAP, a maximum overlapping tax rate equivalent, including all taxing entities, of \$3.05 per \$100 of estimated buildout value, but in no case less than a PID Assessment tax rate equivalent of \$0.59 per \$100 of estimated buildout value.

Force Majeure means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence, and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning, and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage, and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land, or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics; (g) governmental shutdowns; (h) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority or the Texas Commission on Environmental Quality ("TCEQ") in its capacity as the approving body of any necessary permits, consents, or approvals for construction of the Wastewater Projects as defined herein) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City Regulations; (i) changes in market condition that preclude the issuance of PID Bonds; (j) any strike or labor

dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; and (k) the occurrence of any manpower, material or equipment shortages.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Public Infrastructure, and/or other public improvements, and for which a final plat has been approved by the City and recorded in the Real Property Records of Johnson County, Texas.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in substantially the same form as **Exhibit F** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Improvement Account means the construction fund account created under the Bond Indenture, funded with PID Bond Proceeds or a cash contribution from the Developer, if required, and used to pay for portions of the acquisition, design, and construction, or the reimbursement, of the Authorized Improvements.

Landowner(s) means the Developer and any additional owners of the Property within the PID.

Landowner Agreement means an agreement by and between the City and a Landowner consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit G** attached hereto.

Parcel(s) means any parcel of land located within the PID identified by either a tax map identification number assigned by the Johnson Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the Real Property Records of Johnson County.

PID means the Lone Oak Public Improvement District, originally created by the City pursuant to the PID Act on October 18, 2021 over 352.471 acres of the Property, subsequently expanded by the City on April 18, 2022 to include a total of 429.401 acres of the Property, and the Parties agree that the City will consider reducing the PID to 428.755 acres to accurately reflect the revised Property legal description and depiction.

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means special assessment revenue bonds issued by the City for the PID.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

Preliminary Plat means the preliminary plat for the Property attached as **Exhibit D-1** which has been approved by the Parties.

Project Fund(s) means the interest-bearing construction fund account(s) as set forth in the applicable Bond Indenture.

Public Infrastructure means all water, drainage, sewer, and roadway infrastructure, including the Authorized Improvements, necessary to serve the full development of the Property.

Reimbursement Agreement means an agreement between the City and the Developer in which Developer agrees to fund certain costs of the Authorized Improvements and the City agrees to reimburse Developer (with interest) from PID Bond Proceeds or Assessment revenues for a portion of such costs of the Authorized Improvements funded by Developer as permitted by the PID Act, in the same form to the Reimbursement Agreement attached as **Exhibit L**.

Service and Assessment Plan or SAP means a PID Service and Assessment Plan negotiated by the Parties and adopted by the City Council, as may be updated, supplemented, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of defining the Authorized Improvements, Public Infrastructure, costs and assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the City, as required by this Agreement.

Traffic Impact Analysis or TIA means that certain TIA dated July 11, 2022, prepared by Traffic Impact Group, LLC, relating to the Development.

ARTICLE II **LONE OAK DEVELOPMENT**

2.1 **Scope of Agreement.** This Agreement contemplates a plan for development of the Property in accordance with the City Regulations, except as same may be modified by this Agreement including the Concept Plan, Preliminary Plat, and Development Standards, together with future actions by the Parties, that if approved, will establish provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Infrastructure, reimbursement, acquisition, ownership, and maintenance of the Public Infrastructure, and any issuance of PID Bonds for the financing of the Authorized Improvements benefitting the Property within the PID.

2.2 **Development Overview – Lone Oak Development.**

(a) The Developer will undertake or cause the undertaking of the design, development, and construction of the Development, including the Public Infrastructure and any other public improvements. The Development will consist of the following elements, as generally shown on the Concept Plan, Preliminary Plat, and Development Standards, which is subject to modifications in accordance with Section 9.6 of this Agreement:

- (i) single family residential homes (detached);
- (ii) parks and/or open space, including one soccer field or open play field; minimum of one amenity center site, which will include a pool with shade structure, bathrooms, and a playground; and

(iii) native or paved trails throughout the Development.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction, and completion of the Public Infrastructure or any public improvements, in phases, to the City's standards and specifications and subject to the City's approval in accordance with City Regulations, as such City Regulations may be varied by the Concept Plan, Preliminary Plat, and Development Standards.

(c) Traffic Impact Analysis. The TIA has been approved by the Parties and shall govern the Development. No further adjustments to the TIA or a new traffic impact analysis shall be required.

(d) Preliminary Plat. The Preliminary Plat, attached as **Exhibit D-1**, has been approved by the Parties.

(e) Western Right of Way. The Parties agree that no dedication or construction of any roadway or right of way on the west side of the Property as proposed in the City's Master Thoroughfare Plan, including an extension of Baugh Street, shall be required for the Development as shown on the Concept Plan.

ARTICLE III **PUBLIC IMPROVEMENT DISTRICT**

3.1 Levy of Assessments. Upon written request from the Developer and subject to Developer's compliance with all applicable agreements between the City and Developer, including, but not limited to the Cost-Sharing Agreement (as hereinafter defined) and this Agreement, the City Council will consider, in its legislative discretion, one or more Assessment Ordinances levying Assessments on property within the PID (within the tax rate equivalents described herein) and to prepare and consider for approval the Service and Assessment Plan providing for the levy of the Assessments on property within the PID.

3.1.1 The City Council will consider an Assessment Ordinance and any issuance of PID Bonds after the ETJ Property has been finally and completely annexed into the corporate limits of the City.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment(s), the Landowners shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Landowners and shall approve and accept in writing the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit F** hereto and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developers and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

3.3 City PID Fee. A fee in the amount of \$1,000.00 per residential lot (the “City PID Fee”) shall be paid, or caused to be paid, by Developer on a phase-by-phase, per lot basis based on the number of residential lots located within the final plat of each phase of the Development. Payment of the full amount of the City PID Fee against a particular phase shall be due and paid by the Developer at least one business day after sale of the first Fully Developed and Improved Lot to an End Buyer in such phase prior to delivery of PID Bonds attributable to such phase(s). The City PID Fees received by the City shall be deposited into a separate fund or account of the City and used to fund capital improvements that benefit the Property.

3.4 PID Reimbursement Agreement. The Parties agree that the City shall consider a Reimbursement Agreement in substantially the form attached as Exhibit L hereto with each phase of the Development prior to the commencement of construction of the Authorized Improvements for each phase.

3.5 PID Boundary and Acreage Reduction. The Parties agree that the City shall consider a resolution to reduce the acreage of the PID from 429.401 to 428.755 to accurately reflect the updated legal description and depiction of the Property in Exhibit A.

ARTICLE IV

AUTHORIZED IMPROVEMENTS AND PUBLIC INFRASTRUCTURE

4.1 Authorized Improvements. The Developer is required to design and construct or cause the design and construction of the Authorized Improvements as provided for herein. The Budgeted Costs are subject to change and shall be updated consistent with the Service and Assessment Plan, and all updates thereto, and the PID Act. The Authorized Improvements shall be identified and included on each approved site plan and final plat(s) for the Public Infrastructure as each final plat/site plan for each phase of the Property is approved by the City. The Developer shall provide an updated Exhibit B with each final plat application, or site plan application as applicable, consistent with the PID requirements and this Agreement. Upon approval by the City Council of an updated Exhibit B with each final plat application; site plan application; approval of the Service and Assessment Plan or update or amendment to the Service and Assessment Plan, this Agreement shall be deemed amended to include such approved updated Exhibit B. The Budgeted Costs and/or Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed in accordance with the PID requirements and in accordance with the City Regulations, as such City Regulations may be varied by the Concept Plan, Preliminary Plat, and Development Standards.

4.2 Construction, Ownership, and Transfer of Public Infrastructure.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Public Infrastructure and have them submitted to the City for approval in accordance with the City Regulations, as such City Regulations may be varied by the Concept Plan, the Preliminary Plat, and the Development Standards. The Developer shall provide, or cause to be provided, the plans and specifications for the first phase of the Development within six (6) months of the Effective Date of this Agreement.

(b) Contract Award. The contracts for construction of the Public Infrastructure shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for the Public Infrastructure. The Developer shall administer the contracts. The Budgeted Costs, which are estimated on Exhibit B, shall be paid from the PID Bond Proceeds, if PID Bonds are issued, in accordance with the Bond Indenture, or reimbursed by the collected Assessments pursuant to the terms of a Reimbursement Agreement through the Certification for Payment Form process where the Developer or the Developer's assignee will submit invoices for payment.

(c) Construction Standards and Inspection. The Public Infrastructure will be installed within the public right-of-way or in easements granted without cost to the City. The Public Infrastructure shall be constructed and inspected in accordance with applicable state law, City Regulations, as such City Regulations may be varied by the Concept Plan, Preliminary Plat, and Development Standards, and all other applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Public Infrastructure.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then alternative delivery methods may be used by the City as allowed by law.

(e) Ownership. All of the Public Infrastructure shall be owned by the City or JCSUD, where applicable, upon acceptance of them by the City or JCSUD using procedures established by the City Regulations and this Agreement. The Developer agrees to take any action reasonably required by the City where applicable to transfer, dedicate, or ensure the dedication of easements for the Public Infrastructure, as applicable, to the City and the public. The City shall not unreasonably withhold, condition, or delay acceptance of any Public Infrastructure.

(f) Public Infrastructure Constructed on the Property. If the Public Infrastructure is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Infrastructure. If the Public Infrastructure is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City or JCSUD, as applicable, such access and maintenance easements as the City or JCSUD may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the City-owned Public Infrastructure. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Infrastructure as required by the City Regulations or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Public Infrastructure. The provisions for inspection and acceptance of such Public Infrastructure shall be in accordance with the City Regulations except as modified by this Agreement.

4.3 Operation and Maintenance of the Public Infrastructure.

(a) Water Infrastructure. Upon inspection, approval, and acceptance of the water Public Infrastructure or any portion thereof, the Parties agree that JCSUD shall maintain and operate the accepted water Public Infrastructure.

(b) Sewer Infrastructure. Upon inspection, approval, and acceptance of the sewer Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted sewer Public Infrastructure.

(c) Roadway and Storm Water Infrastructure. Upon inspection, approval, and acceptance of the roadway and associated storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted roadway and associated storm water Public Infrastructure.

(d) HOA Maintained Infrastructure. The HOA, as applicable, shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas, and any other related common improvements or appurtenances not maintained and operated by the City.

ARTICLE V **ADDITIONAL DEVELOPER AND CITY OBLIGATIONS**

5.1 Mandatory Property Owners' Association and Homeowners' Association. The Developer will create a mandatory homeowners' association ("HOA") over the Property, which HOA, in accordance with City Regulations and through its covenants, conditions, and restrictions filed in the Real Property Records of Johnson County or its by-laws, shall be required to assure compliance with this Agreement, and shall be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas, right-of-way irrigation systems, detention ponds, right-of-way landscaping, screening walls, drainage areas, detention areas, and other related improvements or appurtenances that are not required to be dedicated or maintained and operated by the City within the residential portion of the Property. Common residential areas, including but not limited to all landscaped entrances to the residential portions of the Property and right-of-way landscaping, and all other improvements not maintained by the City shall be maintained solely by the HOA, however the City shall be afforded the right and the ability to step in and take over maintenance in the event that the HOA fails to maintain those areas as required herein. The HOA shall be required to pay ad valorem taxes on any property owned by the HOA. The City shall review and approve any documents necessary to accomplish the requirements of this section, including any proposed covenants, conditions, and restrictions and proposed by-laws, prior to Developer filing the documents in the Real Property Records of Johnson County. The City shall approve any documents as required under this Section within ten (10) business days of submission and said approval shall not be unreasonably withheld. If the City fails to provide its approval within ten (10) business days, then the HOA documents shall be deemed approved.

5.2 Retail Water Service to the Property. JCSUD holds the certificate of convenience and necessity to provide retail water service to the Property. The Parties agree that JCSUD will

provide retail water to the Property. In order to facilitate retail water service to the Property, within 5 days from City's approval of this Agreement, the City shall deliver to Developer a City executed copy of the Cooperation Agreement between the City and JCSUD, attached hereto as **Exhibit J** (the "Interlocal") and within 15 days after JCSUD approval and delivery to Developer from JCSUD of the fully-executed Interlocal, the Developer shall deliver to City a fully-executed Interlocal.

5.3 Retail Sewer Service to the Property.

(a) The Parties agree that the City will obtain the certificate of convenience and necessity in order to be the exclusive provider of retail sewer service to the Property, and upon obtaining such certificate of convenience and necessity, the City will be the sole provider of full retail sewer service to the Property. Prior to the completed expansion of the City wastewater treatment plant and the City's ability to provide full retail sewer service to the entire Development, the Developer, at the Developer's sole cost and responsibility, shall be allowed to provide pump and haul services for the Development. The Developer agrees to work with the City to determine the drop-off location of such pump and haul service. In the alternative, the City, in its sole discretion, may utilize its existing sewer system to provide sewer service to the first phase of Development or a combination of utilizing its existing sewer system and/or the City may provide pump and haul services at the City's sole cost. After the completion of (i) expansion of the City's wastewater treatment plant, (ii) construction of a new wastewater treatment plant for the City, or (iii) construction of a temporary wastewater treatment plant for the City, the City shall be solely responsible for providing sewer services needed to serve the Development provided that all the necessary infrastructure in (i), (ii), or (iii) above are completed and operational.

(b) Temporary Sewer Infrastructure. Parties will work together to seek a temporary sewer infrastructure solution in order to provide temporary sewer capacity for the Development, which may be utilized in lieu of or in conjunction with pump and haul services.

5.4 Expansion of Wastewater Infrastructure and Wastewater Treatment Plant.

(a) Wastewater Treatment Plant. The Parties agree that the City intends to expand the City's wastewater infrastructure and wastewater treatment plant (the "Wastewater Projects"). As such, the City has entered into a cost-sharing agreement with the Developer and other third-parties/developers related to construction of the Wastewater Projects, which is titled "Agreement For Construction, Cost Sharing, And Escrow Of Joint Wastewater Treatment Facilities," dated February 22, 2022 which may be amended by the parties, including the Developer, to the cost-sharing agreement (collectively, the cost-sharing agreement and any amendment thereto, the "Cost-Sharing Agreement"). The Developer will: i) make payment for what is owing as of the Effective Date of this Agreement per the amendment to the Cost-Sharing Agreement that was approved by the City on November 20, 2023, (\$420,869.20) within one (1) business day from the Effective Date of this Agreement, and ii) sign the amendment to the Cost-Sharing Agreement that was approved by the City on November 20, 2023 within one (1) business day from the Effective Date of this Agreement. Developer's failure to make payment as provided in this Section 5.4(a) or failure to sign the amendment to the Cost-Sharing Agreement that was approved by the City on November 20, 2023 shall constitute a default of this Agreement subject to cure periods and termination provided for in Section 12.2. Once the Developer has made the above-described

payment under the Cost-Sharing Agreement and signed the amendment to the Cost-Sharing Agreement that was approved by the City on November 20, 2023, the forfeiture provisions as described in Section 3.3 of the Cost-Sharing Agreement, (i.e., no allocation of capacity in the Package WWTP and forfeiture of any amounts previously deposited with the escrow agent), will not apply as it relates to non-payment or failure to sign the amendment to the Cost-Sharing Agreement that was approved by the City on November 20, 2023 alleged prior to the Effective Date of this Agreement only. Further, the Parties acknowledge that once Developer makes payment for what is owing under the Cost-Sharing Agreement and once Developer signs the amendment to the Cost-Sharing Agreement that was approved by the City on November 20, 2023, the Developer is not in default of the Cost-Sharing Agreement. Notwithstanding anything to the contrary herein, this Section 5.4(a) does not prohibit any future defaults under the Cost-Sharing Agreement or this Agreement.

(d) The City shall diligently pursue and complete construction of the Wastewater Projects, subject only to a TCEQ Delay. As used herein, a “TCEQ Delay” shall mean any delay in City’s receipt of the necessary permits, consents, and approvals for the construction or operation of the Wastewater Projects from the TCEQ, despite City acting diligently, reasonably, and in good faith to obtain such necessary TCEQ permits, consents, and approvals, and which delay in no event was caused by any act or omission of the City.

5.5 Fire Station Site. The Developer agrees to reserve an approximately two-acre site within the Development adjacent to C.R. 508 in the location shown on Exhibit D-1 and agreed to by the Parties for construction of a fire station.

ARTICLE VI **PID BONDS**

6.1 PID Bonds. The City Council shall, subject to the exercise of its legislative discretion, consider issuing PID Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the bond ordinance issuing the PID Bonds. Notwithstanding the foregoing, the City’s obligation to approve the issuance of PID Bonds is at the sole discretion of the City.

Developer may request issuance of PID Bonds by filing with the City a list of the Authorized Improvements to be reimbursed with the PID Bond Proceeds and the evidence satisfactory to the City of the actual costs of such Authorized Improvements. The issuance of each series of PID Bonds is further subject to all of the following conditions:

(a) The City has evaluated and determined that there will be no negative impact on the City’s creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvements to be financed or reimbursed and that there is sufficient security for the PID Bonds to be creditworthy.

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting, and legal and financial reporting requirements.

(d) The Service and Assessment Plan and the Assessment Ordinance(s) levying assessments on all or any portion of the Property benefitted by Authorized Improvements provide for amounts sufficient to pay all costs related to such PID Bonds. Whether or not PID Bonds are issued, the Service and Assessment Plan shall provide for a levy for a one-time administrative fee of \$15,000.00 to City staff for administrative time and expenses relating to the PID per phase. This amount is in addition to all other assessments and the PID Administrator fees.

(e) The Developer is current on all taxes, assessments, fees, and obligations to the City, including without limitation payment of Assessments.

(f) The Developer is not in default under this Agreement or, with respect to the Property, any other agreement to which Developer and the City are parties.

(g) No outstanding PID Bonds, secured by Assessments on the Property, are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(h) The estimated net PID tax equivalent assessment rate agreed to and allowed for each lot classification identified in the SAP will be subject to a Estimated Equivalent Tax Rate, including all taxing entities, of \$3.05 per \$100 of estimated buildout value, but in no case less than a PID Assessment tax rate equivalent of \$0.59 per \$100 of estimated buildout value.

6.2 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost (“Additional Costs”) the City may incur in the issuance of City obligations (the “City Obligations”) as described in this Section if the City Obligations are deemed not to qualify for the designation of “qualified tax-exempt obligations” (“QTEO”) as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the

“Estimated Additional Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City’s invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s Notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s Notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City’s Notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Development until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City’s Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the “Estimated Additional City Obligation Costs”), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City’s approval of the City Obligations, the City’s Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the “Actual Increased City Obligation Costs”). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City’s Notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City’s Notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the

Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Development until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 6.2, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Developer) in such calendar year.

ARTICLE VII

PAYMENT OF AUTHORIZED IMPROVEMENTS

7.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish the Improvement Account of the Project Fund and the Developer Improvement Account of the Project Fund, if necessary, in accordance with the applicable Bond Indenture. Any Improvement Account of the Project Fund and Developer Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any funds of the City. Any Improvement Account of the Project Fund and Developer Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund and the Developer Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

7.2 Cost Overrun. In advance of the Developer letting a contract for the Authorized Improvements, the City shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Costs provided on **Exhibit B**, as amended from time to time pursuant to this Agreement, each final plat application, site plan application, and/or approval of the Service and Assessment Plan or update or amendment to the Service and Assessment Plan. If the total cost of an Authorized Improvement (or segment or section thereof)

exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a “Cost Overrun”), the Developer shall be solely responsible for the remainder of the Authorized Improvements Costs (or segment or section thereof), except as provided for in Section 7.3 below.

7.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement. Prior to completion of all of the Authorized Improvements (or segment or section thereof), any anticipated Cost Underruns for such Authorized Improvement (or segment or section thereof) may be applied to any Cost Overruns on any other Authorized Improvement. If, upon completion of the Authorized Improvements (or segment or section thereof) in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying “hard” costs or actual “construction costs” (as opposed to soft costs) of the Authorized Improvements (or segment or section thereof) that have not been previously paid.

7.4 Remainder of Funds in the Improvement Account and Developer Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law. If funds remain in the Developer Improvement Account of the Project Fund after completion of all Authorized Improvements and payment of all Authorized Improvements Costs as provided in the Bond Indenture, then such funds shall be returned to the Developer. Developer acknowledges that any Bond Indenture may require the Development Improvement Account to be expended and exhausted before funds are drawn upon or from other Improvement Accounts.

7.5 Payment Process for Authorized Improvements.

(a) The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond proceeds or a Reimbursement Agreement, if applicable. The Developer shall submit a Certification for Payment Form to the City for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the City. The Certification for Payment Form is set forth in **Exhibit I**, as may be modified by the Bond Indenture or a Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a “Payment Certificate”) with respect to compliance with PID Bond documents for the respective improvement area, compliance with City Regulations, as such City Regulations may be varied by the Concept Plan, Preliminary Plat, and Development Standards, and compliance with the SAP. The City shall review each Payment Certificate within thirty (30) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Bond Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer or its designee pursuant to the terms of the Bond Indenture or Reimbursement Agreement, if applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such

partially approved Payment Certificate shall be made to the Developer or its designee pursuant to the terms of the Bond Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed Notice to the Developer within fifteen (15) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction. In no event shall the City require both an all-bills-paid affidavit and copies of cleared checks to be provided as additional documentation. The City agrees that providing either an all-bills-paid affidavit or copies of cleared checks shall be sufficient.

(c) The City shall reimburse the lesser of: (i) the Budgeted Costs as set forth in the SAP, and (ii) the actual Authorized Improvement Costs, from funds available pursuant to the Bond Indenture or a Reimbursement Agreement, as applicable.

(d) Reimbursement to the Developer for PID creation expenses and to the City for Administrative Expenses relating to the creation of the PID, the levy of Assessments, and issuance of PID Bonds may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached to the Bond Indenture.

ARTICLE VIII

ANNEXATION; ZONING; DISANNEXATION

8.1 Annexation. This Agreement shall constitute the Developer's consent and written petition for voluntary annexation of the ETJ Property into the City for all municipal purposes pursuant to Chapter 43, Texas Local Government Code. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property in compliance with Subchapter C-3, Chapter 43, Texas Local Government Code. In addition to the infrastructure and utility services described in this Agreement, upon annexation of the ETJ Property, the City will provide the same police and fire services available to other citizens of the City. If the City is unable to complete the annexation of the ETJ Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the ETJ Property within ten (10) days of being requested to do so in writing. Prior to annexation of the ETJ Property, the City shall have considered and approved this Agreement and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and Developer. Developer acknowledges and agrees that this Section 8.1 was a material inducement for the City to enter into this Agreement with Developer Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such provisions governing land as they may then exist. The City shall annex the ETJ Property following the recordation of this Agreement in the Real Property Records of Johnson County, which recordation shall not occur until after the Effective Date. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's authority to annex the ETJ Property.

8.2 Zoning of the Property. While the Parties expressly acknowledge that the ETJ Property will be voluntarily annexed in accordance with Section 8.1 of this Agreement, the Parties agree that the Concept Plan, Preliminary Plat, Development Standards, and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172, Texas Local Government Code. The City shall consider zoning the Property as a planned development district consistent with the Concept Plan, Preliminary Plat, Development Standards, and applicable provisions of this Agreement contemporaneously with the annexation of the ETJ Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. Nothing in this Section is intended to constitute a delegation or contracting away of the governmental authority of the City to zone, or to determine appropriate zoning, and the City reserves the right, at all times, to control the zoning process for all property that is to be zoned as a planned development district. Provided, however, in the event of any conflict between this Agreement and any future zoning of the Property, this Agreement, including the Exhibits attached hereto, shall control.

8.3 Withdrawal of Petition for Consent. Developer shall not attempt to create a water district encompassing the Property at any point in the future and to the extent required, Developer agrees to withdraw any previously filed attempts and/or abandon any efforts relative to a legislative bill that was previously filed to create a water district encompassing any portion of the Property. The default and remedy provisions of Section 12.2 will apply to this section.

8.4 Withdrawal of Disannexation Petition of the Property. Developer agrees to withdraw its petition for disannexation of the Property and/or abandon any efforts that would result in disannexation of the Property. The attached withdrawal letter in **Exhibit M** shall be deemed filed with the City upon the Effective Date of this Agreement. Developer shall not attempt to disannex the Property at any point in the future. The default and remedy provisions of Section 12.2 will apply to this section.

8.5 Notice of Withdrawal of Intervention. Developer agrees to withdraw its Motion for Intervention filed with the Public Utility Commission of Texas (the “PUC”). The cover letter and Notice of Withdrawal of Intervention, attached as **Exhibit N**, shall be filed with the PUC upon the Effective Date of this Agreement. Developer shall not intervene or attempt to intervene as described herein at any point after the date of the Effective Date of this Agreement. The default and remedy provisions of Section 12.2 will apply to this section.

ARTICLE IX **DEVELOPMENT**

9.1 Full Compliance with City Regulations. The City and Developer acknowledge and agree that except as expressly waived, modified, or abated by this Agreement all of the City Regulations, as such City Regulations may be varied by the Concept Plan, Preliminary Plat, the TIA, and Development Standards and applicable to the Property shall apply to any and all development activity undertaken on the Property (or any portion of the Property) in connection with the Development.

9.2 Development in Compliance with Concept Plan and Development Standards. The development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Concept Plan, Preliminary Plat, the TIA, Development Standards and applicable City Regulations so long as the City Regulations do not conflict with the Concept Plan, Preliminary Plat, and Development Standards. In the event of a conflict between the City Regulations and this Agreement, this Agreement, including the exhibits, shall control. In the event of a conflict between the Preliminary Plat, the Concept Plan and the Development Standards, the Development Standards shall control.

9.3 Single-family Homes and Other Buildings. All single-family homes and other buildings constructed within the Property shall comply with the City's building codes. The City shall review construction plans, issue building permits, inspect construction and issue certificates of occupancy or completion in accordance with its City Regulations. The City agrees that the issuance of building permits shall be performed in a timely manner and without undue delay. The fees for the building permits shall be charged at the time of the building permit application by the homebuilder. The Parties hereto find that the area described herein constitutes an area of architectural important and significance and the City Council of the City hereby designates it as an area of architectural important and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, the Developer voluntarily consents to the application of all City rules, provisions, ordinances, orders, building codes, and other Development Standards existing as of the Effective Date hereof, (the "Regulations") that govern the use or installation a building product or material in the construction, renovation, maintenance, or other alteration of a building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, that are not in conflict with the Regulations. In addition, the Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The Parties agree that: (a) the City will not issue any permits for the Property in violation of this Section; (b) the covenants contained within this Section constitute a material term of this Agreement; (c) the Developer's voluntary consent to the application of the Regulations to the Property, as described in this Section, constitutes a material inducement for the City to authorize the incentives herein; (d) the covenants contained herein shall run with the land and shall bind the Developer and all successors and assigns including end buyers; and (e) this Section shall survive termination or expiration of this Agreement.

9.4 Vested Rights. This Agreement and the exhibits attached hereto, including the Concept Plan, Preliminary Plat, and Development Standards, shall constitute "permits" in a series of permits for the Property under Chapter 245, Texas Local Government Code ("Chapter 245"), that are deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245. The Parties acknowledge that the Concept Plan and the Development Standards are the basis upon which

zoning will be considered. The City acknowledges that the Developer would not enter into this Agreement but for the adoption of agreements herein including the Concept Plan, Preliminary Plat, and Development Standards.

9.5 Property Acquisition. The Parties acknowledge that the Developer shall be required to acquire certain off-site property rights and interests to allow certain Public Infrastructure and capital improvement plan projects to be constructed to serve the Property, including but not limited to the CR 508 and the N. Baugh roadways within two (2) years of the Effective Date. Developer shall use all commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements (including approximately 80 feet of ROW for CR 508 and approximately 6,550 linear feet of 120 feet ROW for N. Baugh). If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City may take reasonable steps to secure same through the use of the City's power of eminent domain, including but not limited to acquiring the right of way required to construct the CR 508 and N. Baugh roadways. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary costs, including but not limited to, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage, and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds, if PID Bonds are issued, or Assessments and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City's discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

9.6 Concept Plan and Development Standards. The City's approval of the Concept Plan, Preliminary Plat, and Development Standards herein constitutes the acknowledgement that the Development is consistent with the City's Comprehensive Plan, as amended. Any amendment to the Concept Plan, Preliminary Plat, and Development Standards pursuant to the City's zoning process, platting process, and/or site plan process shall be considered an amendment to this Agreement and shall replace the attached Concept Plan, Preliminary Plat, and Development Standards and become part of this Agreement. The City Manager may administratively approve

any amendments to the Concept Plan, Preliminary Plat, and Development Standards that the City Manager deems in his or her reasonable discretion to be minor in nature.

ARTICLE X

DEVELOPMENT PROCESS AND CHARGES

10.1 Development Fees. Except as otherwise provided herein, development of any portion of the Property shall be subject to payment to the City of the applicable fees, in existence at the time of each plat recordation for each respective phase associated with the Development according to the City Regulations in effect at the time of such plat recordation, including water tap fees, permit fees, site development fees, building permit fees, inspection fees, and any other like charges. The fee schedule applicable to the Property shall not be greater than such fees applicable to all development within the corporate limits of the City.

10.2 Open Space and Waiver of Park Fees. Developer agrees to provide such open space as shown on the Concept Plan, Preliminary Plat, and Development Standards, and upon providing of same, the City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to: (1) assess, levy, or collect fees for parks, recreation, open space, and open space facilities and purposes in connection with the development of the Property; and (2) require one or more dedications of land for such purposes in lieu of assessing, levying, and collecting such fees for park recreation, and open space facilities.

10.3 Impact Fees.

(a) The Developer is responsible for the construction or causing the construction of all Public Infrastructure, to the extent such improvements are necessitated by and attributable to the development of the Property. The Parties agree that Public Infrastructure will include all of the capital improvements and facility expansions necessitated by and attributable to the Development. The City shall assess applicable wastewater and roadway impact fees against the Property in accordance with Chapter 395, Texas Local Government Code ("Chapter 395") and City regulations, as such amounts of impact fees that existed on the Effective Date, as defined in the Original 2021 Agreement, for wastewater impact fees were \$2,541.00 per single family residential lot and \$2,349.00 per single family residential lot for roadway impact fees ("Original Impact Fees"). The parties agree that the wastewater component of the Original Impact Fees total four million eighty-eight thousand four hundred sixty-nine dollars (\$4,088,469.00). Developer agrees to pay the wastewater component of the Original Impact Fees within thirty (30) days from the Effective Date of this Agreement. The parties acknowledge that Developer intends to pay the amount listed in Section 5.4(a) (\$420,869.20) of this Agreement within one day of execution of this Agreement and that Developer has paid one hundred ninety-one thousand eight hundred fifty-eight and 44/100 dollars (\$191,858.44) previously. The remaining balance of the wastewater component of the Original Impact Fees to be paid by Developer pursuant to this Agreement may be paid into the escrow account provided for in the Cost-Sharing Agreement and split into the following amounts: (i) two million, six hundred thousand dollars (\$2,600,000.00) cash; and (ii) a developer bond lawfully executed for the value of eight hundred thousand seventy-five seven hundred forty-one and 36/100 dollars (\$875,741.36).

The parties agree that no additional wastewater or roadway impact fees shall be assessed against the Property except for those impact fees that are attributable to additional single family residential lots as provided for in this Second Amended and Restated Lone Oak Development Agreement (“Additional Impact Fees”). The City shall assess the Additional Impact Fees against the Property in accordance with Chapter 395 and City regulations, which such Additional Impact Fees shall be assessed at a rate of \$2,541.00 for wastewater attributable to each additional single family residential lot. The parties agree that this Agreement allows an additional 54 lots so the maximum amount of Additional Impact Fees to be assessed is \$137,214.00. The parties understand and agree that the total amount of impact fees owed is \$4,225,683.00., which is \$4,088,469.00n Original Impact Fees plus \$137,214.00 in Additional Impact Fees. Payment for the Additional Impact Fees shall be included in the bond described above in 10.3(a)(ii).

(b) Developer is entitled to offsets or credits against impact fees assessed pursuant to City regulations for costs and expenses actually incurred by Developer in the design, installation, construction, and completion of the impact fee eligible Public Infrastructure. The Impact Fee Credits will be credited to the benefit of Developer as and when Developer provides documentation to the City reflecting the eligible Public Infrastructure construction costs incurred by Developer.

(c) To the extent Developer incurs costs associated with the construction of offsite sewer infrastructure, offsite roadway infrastructure, or oversized sewer infrastructure not needed to serve the development of the Property, the City will enter into an agreement with the Developer for reimbursement of those costs.

10.4 Early Warning System. The Developer agrees to pay or cause to be paid to the City a fee for the actual cost of two (2) outdoor warning devices up to the amount of \$100,000.00 (up to \$50,000 for each outdoor warning device multiplied by two (2) to the City solely for the purpose of obtaining and installing each outdoor warning device to serve portions of the Property not already served by an outdoor warning device. The Developer shall pay such cost as required by the City or cause to be paid: (i) up to \$50,000.00 for the actual cost of one (1) warning device upon the closing of the first series of PID Bonds, and (ii) up to \$50,000.00 representing payment for the actual cost of the second outdoor warning device upon the closing of the second series of PID Bonds. At the option of the Developer, the Developer may install or caused to be installed the outdoor warning devices. If the Developer elects for the City to install the outdoor warning devices, the City agrees that the outdoor warning devices will not be placed on private property, including any HOA property, and to the extent safety needs can be adequately met, will place the outdoor warning devices on park property owned by the City or other City property.

10.5 **INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ANY SUCCESSORS AND ASSIGNS OF THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN “INDEMNIFIED PARTY”), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER, OR ANY**

ARCHITECT, ENGINEER, OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST THE DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 10.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT ONLY IF THIS AGREEMENT IS RECORDED IN THE REAL PROPERTY RECORDS OF JOHNSON COUNTY.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

10.6 DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW, AND FEDERAL, STATE, AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTIONS;**
- (b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**
- (c) NUISANCE.**

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A)

CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 10.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT ONLY IF THIS AGREEMENT IS RECORDED IN THE REAL PROPERTY RECORDS OF JOHNSON COUNTY.

10.7 Inspections and Permitting. The City shall have a right to inspect, as authorized or required by City Regulations, the construction of all structures, Public Infrastructure, and any public improvements necessary to support the proposed development within the Property, including water, sewer, drainage, streets, park facilities, electrical, and streetlights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Developer shall take all steps necessary to ensure that the City shall be the beneficiary of the required two-year maintenance bond the Developer, or Developer's contractors, shall provide for all Public Infrastructure, including but not limited to, assignment or transfer of the bond to appear in the City's name and obtaining approval from the surety authorizing said assignment or transfer. Except as otherwise provided in this Agreement, if the City finds that such improvements have been substantially completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA is obligated to maintain as set forth in Article V of this Agreement located on the Property which may be owned by the City but shall be maintained by the HOA.

10.8 Temporary Street Closures. To the extent reasonably requested by the Developer in connection with the construction of the Public Infrastructure, the City shall grant and issue to the Developer all necessary permits to authorize temporary closures of, and shall grant and issue to the Developer all necessary permits to make cuts or other perforations in, demolish and excavate all or portions of any street, alley or other public right-of-way that is under reasonable control of the City and that is contained in whole or in part within the Property or that abuts any portion of the Property; provided however, all such actions are subject to the City's obligations to preserve and protect public health, safety, and welfare.

10.9 Joint Cooperation. During the planning, design, development, and construction of the private improvements and the Public Infrastructure on the Property, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Development. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall

cause the architect, engineer, and other design professionals to attend City meetings if requested by the City.

ARTICLE XI

TERM

The term of this Agreement shall commence on the Effective Date and run for a period of thirty-five (35) years unless terminated as provided for herein or the later of: (i) any extension by mutual agreement of the Developer and the City or (ii) thirty (30) years after the last issuance of PID Bonds. Notwithstanding anything to the contrary herein, if Century or GRBK fails to close on the Alvarado 429 Interest or fails to execute this Agreement by February 8, 2024 this Agreement shall be void and of no effect.

ARTICLE XII

EVENTS OF DEFAULT; REMEDIES; TERMINATION

12.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days) after written Notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due. Any party in default due to non-payment as provided for herein shall cure the default only by paying the amounts owed in accordance with this section.

12.2 Default and Remedy Provisions for Non-Payment, Failure to Sign the Amendment to the Cost-Sharing Agreement that was approved by the City on November 20, 2023, and Failure to Perform Obligations in Sections 8.3, 8.4 and 8.5 of this Agreement. Developer shall have a thirty (30) day cure period after Notice from the City for any default alleged related to: (i) non-payment of any amount as required herein or pursuant to the Cost-Sharing Agreement, (2) failure to sign the amendment to the Cost-Sharing Agreement that was approved by the City on November 20, 2023, or (3) failure to perform obligations required by Sections 8.3, 8.4, or 8.5 of this Agreement. If Developer fails to cure these items within thirty (30) days after Notice from the City, Developer's default will result in immediate termination of this Agreement. These default and termination provisions are limited to the events described in this Section 12.2 and do not apply to any other default events.

12.3 Acknowledgement of No Default. The Parties acknowledge that once Developer makes payment for what is owing under the Cost-Sharing Agreement and signs the amendment to the Cost-Sharing Agreement that was approved by the City on November 20, 2023 as described in Section 5.4(a) of this Agreement, the Developer is not in default as to the Cost-Sharing Agreement

nor any other agreement between the City and the Developer. Notwithstanding anything to the contrary herein, this Section 12.3 does not prohibit any future defaults under this Agreement, the Cost-Sharing Agreement, or any other agreement between the Parties.

12.4 Remedies. Except as otherwise provided in Section 12.2 herein, as compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement.

ARTICLE XIII **ASSIGNMENT AND ENCUMBRANCE**

13.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer and any Assignee have the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity, including to a (an "Assignee") (a) without City consent, but with Notice to the City, if (i) the Assignee is or will become an owner of any portion of the Property or (ii) the Assignee is a lienholder or an Affiliate or related entity of Developer or to a trustee in connection with a trust indenture for third party financing or a conduit issuer for the PID Bonds or (b) with the City Manager's prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform to the City Manager's reasonable satisfaction), if to any other person or entity. The Developer shall maintain written records of all assignments made by the Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

Any receivables due under this Agreement, any construction funding agreement, or any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any other reimbursement agreement may be assigned by Developer without the consent of, but upon written Notice to the City in accordance with Section 15.2 of this Agreement. The Developer may also collaterally assign the PID receivables as collateral for any development loan or for any third-party financing, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City. Notwithstanding the foregoing, no assignment of this Agreement or any rights of or money, funds or receivables due or arising under this Agreement or any other agreement relating to the PID may be made by Developer to any party or entity that could result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting duties and /or (4) for the purpose of or relating to the issuance of or securing bonds or other obligations or other structured financing obligations.

13.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without

the prior written approval of the Developer. Provided however, that this language does not apply to any real property interest which the City may have within the Development.

13.3 Encumbrance by Developer and Assignees. Subject to Section 13.1, the Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written Notice to, the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time, but no more than 180 days, to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor Developer through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

13.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent. Provided however, that this section shall not apply to any real property interests which the City may have in the Development.

13.5 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest (but not including End Buyer) in any part of the Property shall have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations.

13.6 No Third-Party Beneficiaries. Subject to Section 13.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person

or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

13.7 Notice of Assignment. Subject to Section 13.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;
- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XIV **RECORDATION AND ESTOPPEL CERTIFICATES**

14.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Johnson County. This Agreement binds and constitutes a covenant running with the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, that apply to such lots.

14.2 Estoppel Certificates. From time to time upon written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of a Developer under this Agreement that are in default.

ARTICLE XV **ADDITIONAL PROVISIONS**

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any Notice, submittal, payment, or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: Paul DeBuff City Manager City of Alvarado 104 West College Alvarado, Texas 76009
With a copy to:	Attn: Ashley D. Dierker City Attorney Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Ste. 200 Fort Worth, Texas 76017
To GRBK:	Attn: Bobby Samuel GRBK Edgewood LLC 2805 Dallas Parkway, Suite 400 Plano, Texas 75093 Email: bsamuel@greenbrickpartners.com
To Century:	Attn: David Aughinbaugh, Division President Century Communities 130 East John W Carpenter Fwy, Suite 230 Irving, TX 75062 Email: David.Aughinbaugh@centurycommunities.com
With a copy to:	Attn: Hilary Liston GRBK Edgewood LLC 2805 Dallas Parkway, Suite 400 Plano, Texas 75093 Email: hliston@greenbrickpartners.com
With a copy to:	Attn: J. Prabha Cinclair Cinclair Law, PLLC Email: prabha@cinclairlaw.com

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

15.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will

be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

15.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

15.5 Entire Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

15.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

15.7 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Johnson County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Johnson County District Court.

15.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15.10 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Upon the Developer's purchase of the Property, the Developer certifies and represents that the Developer has full authority to execute this Agreement for the purposes herein stated without the joinder or consent of any other person or entity. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

15.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

15.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description and Depiction of Property
Exhibit B	Authorized Improvements and Estimated Costs
Exhibit C	Concept Plan
Exhibit D-1	Preliminary Plat
Exhibit E	Development Standards
Exhibit F	Home Buyer Disclosure Program
Exhibit G	Landowner Agreement
Exhibit H	[Omitted]
Exhibit I	Certification for Payment Form
Exhibit J	Interlocal with JCSUD
Exhibit K	[Omitted]
Exhibit L	Reimbursement Agreement Form
Exhibit M	Letter of Withdrawal of Disannexation Petition
Exhibit N	Notice of Withdrawal of Intervention

15.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record this Agreement in the real property records of Johnson County, which notifies Developers of Property of the obligations set forth in the Home Buyer Disclosure Program.

15.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code. The City acknowledges that governmental immunity to suit and liability is waived as to any action seeking to enforce this Agreement.

15.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

15.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

15.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

15.18 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

15.19 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

15.20 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

15.21 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, “benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of the Developer from performance responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

15.24 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer’s participation in the execution of this Agreement generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the

Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

15.25 No Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel,” a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

15.26 No Terrorist Organization. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer’s internet website: <https://comptroller.texas.gov/purchasing/publications/divestment.php>. The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or Texas law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

15.27 No Discrimination Against Fossil-Fuel Companies. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session (“SB 13”)), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by SB 13) by reference to Section 809.001, Texas Government Code (also as enacted by SB 13), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) of this Section.

15.28 No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session (“SB 19”)), Texas Government Code, as amended, the Developer

hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

As used in the foregoing verification and the following definitions,

(a) “discriminate against a firearm entity or firearm trade association,” a term defined in Section 2274.001(3), Texas Government Code (as enacted by SB 19), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

(b) “firearm entity,” a term defined in Section 2274.001(6), Texas Government Code (as enacted by SB 19), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by SB 19, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by SB 19, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by SB 19, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(c) “firearm trade association,” a term defined in Section 2274.001(7), Texas Government Code (as enacted by SB 19), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt

from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Affiliate. As used in Sections 15.25 through 15.28, the Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[Signatures to Follow]

Executed by the Developer, and the City to be effective on the Effective Date.

ATTEST:

CITY OF ALVARADO, TEXAS

Name: Beth A. Walls
Title: City Secretary

By: _____
Name: Jacob Wheat
Title: Mayor

Date: _____

APPROVED AS TO FORM

_____, City Attorney

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Jacob Wheat, Mayor of the City of Alvarado, Texas, a general law municipality, on behalf of said municipality.

Notary Public, State of Texas

Developer:

CENTURY LAND HOLDINGS OF TEXAS, LLC,
a Texas limited liability company

By: _____
Name:
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2024 by _____, _____ of CENTURY LAND HOLDINGS OF TEXAS, LLC, a
Texas limited liability company, on behalf of said entity.

Notary Public, State of Texas

Developer:

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
2024 by _____, _____ of GRBK EDGEWOOD LLC, a Texas
limited liability company, on behalf of said entity.

Notary Public, State of Texas

EXHIBIT A
Metes and Bounds Description and Depiction of the Property

EXHIBIT B
Authorized Improvements and Estimated Costs

EXHIBIT C
Concept Plan

EXHIBIT D-1
Preliminary Plat

EXHIBIT E

Development Standards

GENERAL STANDARDS

1. The design and development of the Lone Oak neighborhood shall take place in general accordance with the Concept Plan (Exhibit D).
2. Street Pattern. Refinements to the street pattern shown on the Concept Plan (Exhibit D) may take place without the need to amend the Development Agreement as long as those refinements do not change the general nature of the streets.
3. A minimum of 10% of the land within the Lone Oak neighborhood shall be used as common open space. Open space will be publicly accessible, except for any fenced swimming pool area. The open space shall be owned and maintained by a mandatory Homeowners Association.
4. Gas wells. Homes shall not be located closer than 200 linear feet to an existing well bore. The distance shall be calculated from the well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of any home.

USE REGULATIONS

1. Permitted uses shall be all principal and accessory uses which are allowed by right in the (SF-2) Single Family Residential District, in accordance with the Alvarado Zoning Ordinance, as amended.
2. A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (SF-2) Single Family Residential District, in accordance with the Alvarado Zoning Ordinance, as amended.

DEVELOPMENT REQUIREMENTS

Development shall take place in accordance with development standards established Section 44-22 of the Alvarado Zoning Ordinance for the SF-2 Single Family Residential District, on the date the Lone Oak Development Agreement is submitted to the City of Alvarado, unless otherwise identified below or in an amendment to this Development Agreement in the future. Items addressed in Section 44-22 of the Alvarado Zoning Ordinance which are not specifically addressed below do not apply to the Lone Oak neighborhood.

1. Minimum lot area: 5,500 square feet for 50' wide lots and 4,500 square feet for 45' wide lots.
2. Minimum lot width: 50 linear feet for Phase 1. On cul-de-sacs and/or elbows, the lot width may be reduced to 40 linear feet. For purposes of this section, lot width is measured at the front building line. Up to 50% of lots developed following Phase 1 may be reduced to 45 linear feet, measured along the front building line.
3. Minimum lot depth: 110 linear feet. On cul-de-sacs and/or elbows, the lot depth may be reduced to 100 linear feet
4. Minimum front yard:
 - A. Primary face of the home fronting a residential street: 20 linear feet.
 - B. Primary face of the home fronting a collector or major street: 35 linear feet.

- C. Unenclosed, covered porch or terrace on a home fronting a public street: 10 linear feet. Said porch or terrace may have supporting columns and its covering may be incorporated into the design of the home.
- 5. Minimum side yard:-
 - A. Interior: 5 linear feet.
 - B. Abutting a residential street: 10 linear feet.
 - C. Abutting a collector or major street: 15 linear feet.
- 6. Minimum rear yard:
 - A. Two story home: 20 linear feet.
 - B. One story home and/or a one story portion of a two story home: 15 linear feet.
- 7. Maximum ground coverage:
 - A. Primary building: 55%.
 - B. Total for all buildings: 65%.

For purposes of this section, outdoor patios/kitchens shall not count as part of the primary building if they are located under a contiguous roof.
- 8. Minimum size of house: 1,500 square feet.
- 9. Maximum density per acre: 5.00 dwelling units. For purposes of this section, acreage shall be considered as the total acreage within the boundaries of the Lone Oak neighborhood as shown on the Concept Plan (Exhibit D). In no event shall there be more than 1700 total lots.
- 10. Maximum height: 35 linear feet.
- 11. Landscaping: A minimum of one, three inch caliper canopy tree shall be located in the front yard of each home.
- 12. Neighborhood Entrances: All neighborhood entrances shall be constructed with stone or brick.
- 13. Exterior Materials:
 - A. Exterior materials for residential structures (excluding accessory structures) shall consist of brick, stone, synthetic stone, stucco, decorative cementitious fiberboard, cementitious fiberboard siding, excluding windows, doors, and other normal openings, fascia, and architectural details (corbels, exposed beams, guardrails, handrails, dormers, etc.).
 - B. Masonry Materials shall be defined as brick, stone, synthetic stone, and stucco with the following requirements:
 - i. Front elevation – no less than 80% Masonry Materials
 - ii. Side elevation – no less than 75% Masonry Materials
 - iii. Rear elevation – no less than 50% Masonry Materials
 - iv. Walls over roof are allowed to have cementitious fiberboard siding, overlapping horizontally.
 - C. Chimneys (if installed) – If built on an exterior wall, it must be 100% Masonry Materials. If built within interior, cementitious fiberboard siding, overlapping horizontally, shall be used.

EXHIBIT F
Home Buyer Disclosure Program

The PID Administrator for the Lone Oak Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer’s contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City’s web site.

The Developer and the PID Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT G
Landowner Agreement

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the “Agreement”), is entered into as of _____, between the City of Alvarado, Texas (the “City”), a home-rule municipality of the State of Texas (the “State”), and _____, a Texas _____ (the “Landowner”).

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the “Landowner Parcel”) which is located within the Lone Oak Public Improvement District (the “District”) in the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the “Assessment Ordinance”) for the Authorized Improvements and the Service and Assessment Plan (as updated and amended, the “Service and Assessment Plan”) and which is incorporated herein for all purposes, and has levied an assessment on the Landowner Parcel in the District that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on Exhibit I, and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner Parcel within the District (the "Assessments"), as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount at least equal to the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is liability of and charge against the owner of the Landowner Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues

until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of the Landowner Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Johnson County, as a lien and encumbrance against such Landowner Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner Parcel owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner Parcel subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases the Landowner Parcel, or any portion thereof, for the purpose of constructing residential properties that are eligible for “homestead” designations under State law, to comply with, the Homebuyer Education Program described on Exhibit III to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a “Builder”) but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner’s request and the City’s consent, in the City’s sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as Exhibit II.

II. OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that the portion of the Authorized Improvements benefitting the Landowner Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the Landowner Parcel within the District, to stage on the Landowner Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner Parcel. The right to use and enjoy

any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Johnson County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III. COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Johnson County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City: Attn: Paul DeBuff
 City Manager
 City of Alvarado
 104 West College
 Alvarado, Texas 76009

With a copy to: Attn: Ashley D. Dierker
 City Attorney
 Taylor, Olson, Adkins, Sralla & Elam, LLP
 6000 Western Place, Ste. 200
 Fort Worth, Texas 76017

To the Landowner: Attn: _____

 _____, Texas _____

With a copy to: Attn: _____

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner Parcel, and the holders of or trustee for any bonds secured by Assessment Revenues to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Johnson County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Johnson County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the “Effective Date”) upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner Parcel upon payment in full of the Assessment(s) against such Landowner Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: _____

CITY OF ALVARADO, TEXAS

By: _____
_____, Mayor

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

 This instrument was acknowledged before me on the __ day of _____, 20__ by
_____, Mayor of the City of Alvarado, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I
METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this “Declaration”) is made as of _____ by _____ a Texas _____ (the “Landowner”).

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Johnson County, Texas, which is described in the attached **Exhibit I** (the “Landowner’s Parcel”).
- B. The City Council of the City of Alvarado, Texas (the “City Council”) upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Lone Oak Public Improvement District (the “District”) by the then record owners taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Johnson County) in the area requested to be included in the District and the record owners of taxable real property that constitute more than fifty percent (50 %) of all of the area of all taxable real property that are liable for assessment within the area requested to be included in the District, created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”).
- C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the “Assessment Ordinance”) and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the “Service and Assessment Plan”), and has levied the assessments (the “Assessments”) on property in the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner’s Parcel is and shall be subject to, and hereby imposes on the Landowner’s Parcel, the following covenants, conditions and restrictions:

1. Acceptance and Approval of Assessments and Lien on Property:

- (a) Landowner accepts each Assessment levied on the Landowner’s Parcel owned by such Landowner.
- (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney’s fees, if incurred) is (a) a first and prior lien (the “Assessment”

Lien”) against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner’s Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. Landowner or any subsequent owner of the Landowner’s Parcel waives:

- (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
- (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
- (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
- (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City’s finding of a ‘special benefit’ pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
- (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council’s levy of the Assessments.

3. Amendments: This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner’s Parcel and

the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Johnson County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Alvarado, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Alvarado, 104 W. College St, Alvarado, Texas 76009.

Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

a Texas _____,

By: _____
_____,
its manager

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____, 20____, by _____ in his capacity as Manager of _____, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of _____.

Notary Public, State of Texas

My Commission Expires:

LANDOWNER AGREEMENT - EXHIBIT III
HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Lone Oak Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the “Recorded Notices.”

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Landowner Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Landowner Parcel) as an addendum to any residential homebuyer’s contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT H
[Omitted]

EXHIBIT I
Certification for Payment Form

EXHIBIT J
Interlocal with JCSUD

EXHIBIT K
[Omitted]

EXHIBIT L
Reimbursement Agreement Form

EXHIBIT M
Letter of Withdrawal of Disannexation Petition

CINCLAIR LAW
A PROFESSIONAL LIMITED LIABILITY COMPANY
Attorneys & Counselors
Dallas | Austin

J. PRABHA CINCLAIR

(214) 683-0859
Prabha@cinclairlaw.com

January ___, 2024

City of Alvarado
City Manager Paul DeBuff
City Secretary Beth Walls
104 West College
Alvarado, Texas 76009

Re: Lone Oak –Withdrawal of Petition for Disannexation

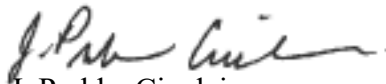
Dear Mr. DeBuff:

Please let this letter serve as a request for the withdrawal of the attached Petition for Disannexation previously filed with the City by GRBK Edgewood LLC and Alvarado 429 Partners, LLC. Please note that this Withdrawal of the Petition for Disannexation is to be deemed filed with the City *no earlier than* the Effective Date of the Second Amended and Restated Lone Oak Development Agreement.

Please email me a date-stamped confirmation of the filing of this Withdrawal of the Petition for Disannexation upon or after the Effective Date of the Second Amended and Restated Lone Oak Development Agreement.

Should you have any questions, please contact me at (214) 683-0859. Thank you for your time and attention to this matter.

Sincerely,


J. Prabha Cinclair

Attachment:

- Petition for Disannexation to the City of Alvarado

EXHIBIT N
Cover Letter for Notice of Withdrawal of Intervention

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A PROFESSIONAL LIMITED LIABILITY COMPANY
Attorneys & Counselors
Dallas | Austin

J. PRABHA CINCLAIR

(214) 683-0859
Prabha@cinclairlaw.com

January ___, 2024

Public Utility Commission of Texas
William B. Travis Building|
1701 N. Congress Avenue, 7th Floor
Austin, TX 78711

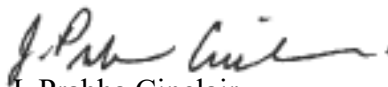
Re: Lone Oak – Notice of Withdrawal of Intervention

To Whom it May Concern:

Please find attached a Notice of Withdrawal of Intervention previously filed by GRBK Edgewood LLC and Alvarado 429 Partners, LLC.

Should you have any questions, please contact me at (214) 683-0859. Thank you for your time and attention to this matter.

Sincerely,


J. Prabha Cinclair

Attachment:

- Notice of Withdrawal of Intervention



City Council Meeting Management Report

Meeting Date: 22 January 2024

Contact: Paul DeBuff, City Manager

Phone: 972-790-3351

AGENDA ITEM:

Consideration and action to approve an amended Development Agreement with Lone Oak.

BACKGROUND & FINDINGS:

Major deal points include:

- Developer is required to complete annexation of the remainder of the Lone Oak property into the City.
- Developer is required to locate a site adjacent to CR508 for the future construction of a fire station.
- Developer will abandon attempts to disannex from the City, or create a municipal utility district (MUD), and will withdraw its Motion for Intervention filed with the Public Utilities Commission.
- Changes allowed lot sizes for phases 2-5 from 50 ft width to 45 ft.
- City will allow JCSUD water lines to be placed in City ROW
- Developer is required to deposit the entire remainder of their Wastewater Treatment Plant Cost Share obligation into escrow for reimbursement to the City, in the amount of \$3,896,610.56.

FINANCIAL IMPACT:

This amendment to the Development agreement contains several financial value adds to the City:

- An additional \$858,500 in PID fees, for a new total of \$1,663,000 for infrastructure work in the City.
- Approximately \$75,000 to the City's general fund for administrative fees.
- Wastewater impact fees paid to the City will increase by \$137,214.

RECOMMENDATION:

Recommend approving amended Development Agreement with Lone Oak.

MANAGEMENT REVIEW: Paul DeBuff, City Manager