

**REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
JULY 15, 2024
6:30 PM
AGENDA**

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, July 15, 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 City Council members of this meeting on any matter. The presiding officer may ask the citizen to hold their comment on an agenda item until that agenda item is reached. Any response from a member of the convened City Council 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:

PROCLAMATION: GUN SAFETY AWARENESS MONTH

CONSENT AGENDA:

1. Consideration and action to approve the minutes of the 06/10/2024 meeting between the City of Alvarado City Council, the AEDC Board, and the Alvarado P&Z Commission.
2. Consideration and action to approve the minutes of the 06/17/2024 Regular City Council Meeting.
3. Consideration and action to approve the minutes of the 06/27/2024 Special City Council Meeting.
4. Consideration and action to approve Resolution R2024-0016 authorizing the City Manager to enter into an agreement with TxDOT for right-of-way access for flock cameras at 67 and I35. (May)
5. Consideration and action to approve an easement agreement between the City of Alvarado and Oncor Electric Delivery Company LLC for WWTP transformer maintenance. (Dwiggins)
6. Consideration and action approving Ordinance 2024-0014, an ordinance of the City of Alvarado, Texas, amending the City's fee schedule related to garbage collection fees, food establishment permit fees, and temporary water service fee. (Cox)

NEW BUSINESS:

7. Presentation and guidance regarding "Peddlers, Solicitors and Itinerant Merchants" ordinance. (May)

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8. Consideration and action to approve authorizing the City Manager to enter into an agreement allowing the City of Alvarado to outsource water billing services to InfoSend. (Cox)
9. Presentation and guidance from Council on possible updates to Council Chambers. (Suber)
10. Consideration and action to authorize the City Manager to purchase a Carillon system for the City of Alvarado. (Rosen)
11. Consideration and action to approve Ordinance 2024-0012 amending Article IV, "Solid Waste Collection and Disposal," of Chapter 40, "Utilities," of the Code of Ordinances, City of Alvarado, Texas to comport with the Municipal Waste Management Agreement. (French)
12. Consideration and action on the application of Chris Wall with JBI Partners, Inc. on behalf of GRBK Edgewood LLC & Century Land Holdings of Texas, LLC of the Lone Oak Addition Phase 1 final plat on 70.219 acres known as tracts and portions of tracts out of the James B. Conger Survey, A-150, and the George S. McIntosh Survey, A-625, approximately addressed at 825 and 1029 CR 607. (French)
13. Consideration and action to appoint Alvarado EDC Board of Directors' Places 2, 4, and 6. (Cromer)
14. Presentation and discussion regarding proposed multi-family development at 200 Maple St. (Cromer)

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.
 - 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.) 200 Maple; B) Millis Transfer

RECONVENE OPEN SESSION:

15. Consideration and action to authorize the City Manager to negotiate and execute an agreement based on discussion in Executive session. (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 salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutory recognition for purposes of this subdivision;

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- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

ADJOURN

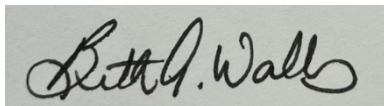
ACCESSIBILITY STATEMENT

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

NON-DISCRIMINATION STATEMENT

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

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 July 12, 2024 at 6:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



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

**COMBINED MEETING OF THE
CITY OF ALVARADO CITY COUNCIL, ECONOMIC DEVELOPMENT
CORPORATION BOARD AND THE PLANNING & ZONING COMMISSION
104 W. COLLEGE
JUNE 10, 2024
6:30 PM**

MINUTES

The City of Alvarado City Council, the Alvarado Economic Development Corporation Board, and the City of Alvarado Planning and Zoning Commission met in a Special Called Workshop on Monday, June 10, 2024, at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items:

Members Present:

City Council	EDC Board	P&Z Commission
Jacob Wheat	Jameye Jones	Ryan Bannister
Lydia Moon	Larry Pool	Kelly Richardson
Cherry Bryant	Jerry Pritchard	Barbara Fuller
Beverly Short	Tom Durington	
Kevin Thomas		
Carrie Keeton		

Others Present:

Paul DeBuff – City Manager
Beth Walls – City Secretary
Donielle Suber – Administrative Services Director
Hillary Cromer – Director of Economic Development/Downtown Revitalization
Justin French – Community Development Director
Laura Cox – Chief Financial Officer
Teddy May – Police Chief
Ben Moore – Asst. Police Chief
John Rodgers – Fire Chief
Brad Hargrove – Asst. Fire Chief
Adam Sharp – Fire Marshal
Michael Dwiggin – Public Works Director
Mikaela Hall – Communications Manager
Lexie Beaird – Code Compliance Officer
Bradley Anderle – City Attorney

Mayor Jacob Wheat called the meeting to order at 6:40 p.m. and gave the invocation.

PLEDGE OF ALLEGIANCE

FACILITATOR PRESENTATIONS

Alexis Jackson with Civic Connection Group

- a. Recap discussion points from April 25, 2024 Visioning Workshop
- b. Request guidance on what type of projects to incentivize

STAFF PRESENTATION

- a. Request guidance on the following topics:
 - Multi-family developments
 - Septic versus city sewer
 - RV parks
 - RV/boat storage
 - Permit prices for public events

There being no further business, Mayor Jacob Wheat adjourned the meeting at 8:40 p.m.

Passed and approved this the 15th day of July, 2024.

Jacob Wheat, Mayor

Respectfully Submitted,

Beth A Walls, City Secretary/HRD

CITY OF ALVARADO
County of Johnson
State of Texas
06/17/2024
City Council Minutes

The City Council of the City of Alvarado met in Regular Called Session on Monday, June 17, 2024 at 6:30 p.m. The following were present for roll call:

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

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Jessica Hill	Deputy 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
Ben Moore	Asst. Police Chief
Michael Duggins	Public Works Director
Mikaela Hall	Communications Manager

Mayor Jacob Wheat call the meeting to order at 6:35 p.m. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

Jameye Jones – Events

RECOGNITION/PROCLAMATION:

- 1. JUNETEENTH 2024 PROCLAMATION**
- 2. CITY OF ALVARADO TAMIO AWARDS**

CONSENT AGENDA:

- 3. CONSIDERATION AND ACTION TO APPROVE MINUTES FROM THE 5/20/24 CITY COUNCIL MEETING.**
- 4. CONSIDERATION AND ACTION TO APPROVE RESOLUTION R2024-0015 AUTHORIZING PARTICIPATION IN TEXPOOL INVESTMENT POOLS AND DESIGNATING AUTHORIZED REPRESENTATIVES. (COX)**
- 5. CONSIDERATION AND ACTION TO APPROVE ORDINANCE 2024-0009 AMENDING SECTION 16-125 OF THE CITY OF ALVARADO CODE OF ORDINANCES CONCERNING FIREWORKS. (RODGERS)**
- 6. CONSIDERATION AND ACTION TO APPROVE RESOLUTION R2024-0011 ADOPTING THE 2024 JOHNSON COUNTY HAZARD MITIGATION PLAN. (RODGERS)**

Lydia Moon requested that item # 5 be moved to New Business.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve items 3, 4, and 6 on the Consent Agenda, as presented.

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

NEW BUSINESS:

Motion was made by Lydia Moon and seconded by Beverly Short to approve Ordinance 2024-0009 amending Section 16-125 of the City of Alvarado Code of Ordinances.

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

7. PRESENTATION FROM CHRISTMAS-IN-ACTION. (SUBER)

The Christmas-In-Action (CIA) revitalization non-profit organization was established in 1999 to help seniors and disabled persons with repairs and rehabilitation projects in the greater Cleburne area. Few programs are available to help seniors and disabled persons living on fixed incomes with projects such as exterior home repairs, roofing, wheelchair ramps, electrical, plumbing, and HVAC systems, along with interior projects, because such government programs are primarily focused on low-income persons and young families.

Currently, the CIA works with Alvarado residents on a case-by-case basis, but the CIA would like to expand its footprint of assistance provided in Alvarado by partnering with the City of Alvarado.

No action necessary.

8. CONSIDERATION AND ACTION TO APPROVE CHANGES TO THE MASTER FEE SCHEDULE. (DEBUFF)

Staff found that the current fee schedule is outdated. The various user fees charged by the City of Alvarado to inspect development infrastructure and process applications have not been updated in a considerable amount of time. Staff finds that the current fees are dated and out of alignment with competitor cities. In addition, H.B. 3492 (approved by the Texas State Legislature in June 2023) requires that cities may no longer consider the cost of constructing or improving infrastructure for development in determining the amount of the fee to review and inspect the improvements; instead, the fees must reflect the estimated cost of the city to perform and deliver these services. Therefore, the City commissioned a study by Willdan Financial Services to determine the reasonable full cost of delivering these services.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve Ordinance 2024-0010 and changes to the Master Fee Schedule, as presented.

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

9. PRESENTATION OF 2022-2023 CITY OF ALVARADO FISCAL AUDIT REPORT. (COX)

Carey Adams presented to the council. Significant growth in revenue was found. Overall audit for the city is good. No action necessary.

10. CONSIDERATION AND ACTION TO RECEIVE AND APPROVE THE CITY OF ALVARADO FINANCIAL AUDIT FOR FISCAL YEAR 2022-23.

Per the City's Charter, an independent audit shall be conducted at the end of each fiscal year. Once approved, the financial audit for Fiscal Year 2022-2023 will be posted on the City's Finance Department's webpage for public inspection.

Motion was made by Lydia Moon and seconded by Beverly Short to receive and approve the City of Alvarado financial audit for Fiscal year 2022-23.

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

11. CONSIDERATION AND ACTION TO APPROVE RESOLUTION R2024-0012, DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION AND DECLARE ITS INTENTION TO REIMBURSE ITSELF FOR PROJECT-RELATED PAYMENTS MADE PRIOR TO THE ISSUANCE OF THE CERTIFICATES. (COX)

A notice of the intent to issue combination tax and revenue certificates of obligation must be published once a week for two consecutive weeks, at least 45 days prior to August 15, 2024, which is the date

set for the adoption of the ordinance authorizing the issuance of the Certificates. Additionally, the notice will be posted continuously on the City's website for at least 45 days before the date tentatively set for the passage of the ordinance authorizing the issuance of the Certificates.

Motion was made by Kevin Thomas and seconded by Cherry Bryant to approve Resolution R2024-0012, directing publication of notice of intention to issue combination tax and revenue certificates of obligation and declare its intention to reimburse itself for project-related payments made prior to the issuance of the Certificates.

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

12. Presentation by Heath Haigood representing HUB International regarding recommendations for 2024-25 benefit plans. (Walls)

At the April 5, 2024 meeting, Council approved the City Manager to sign an Agent of Record agreement with HUB International in order to secure quotes for benefit coverages for fiscal year 2024-25. HUB issued an RFP in May 2024, and all bids were due by 2 pm on June 12, 2024. Heath Haigood presented the results to the Council.

No action required.

13. Consideration and action to approve authorizing the City Manager to enter into an agreement with HUB International for 2024-25 benefit plans. (Walls)

Motion was made by Lydia Moon and seconded by Carrie Keeton to authorize the City Manager to enter into an agreement with HUB International for 2024-25 benefit plans.

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

14. Consideration and action to approve Resolution R2024-0009 authorizing the creation of an employee benefit trust and authorize the City Manager to negotiate and approve a trust agreement governing the employee benefit trust. (Walls, Cox)

During conversations with HUB International, we learned that the City had been paying state taxes upon receiving gross premiums and associated revenues. We also learned that the Texas Insurance Code, Chapter 222, authorizes the City's exemption to payment of such premiums and revenues if the City establishes and maintains the funds under the ownership and control of a single, nonprofit trust. This resolution and the accompanying agreement, allowing the creation of a benefit trust fund, will exempt the City from paying those taxes.

The motion was made by Lydia Moon and seconded by Carrie Keeton to approve Resolution R2024-0009 authorizing the creation of an employee benefit trust and authorizing the City Manager to negotiate and approve a trust agreement governing the employee benefit trust.

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

15. Consideration and action to approve Resolution R2024-0013 regarding accepting a grant for body armor. (Moore)

Motion was made by Lydia Moon and seconded by Beverly Short to approve Resolution R2024-0013 regarding accepting a grant for body armor.

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

16. Consideration and action to approve Resolution R2024-0014 regarding a grant for crime victim assistance. (May)

Motion was made by Beverly Short and seconded by Carrie Keeton approve Resolution R2024-0014 regarding a grant for crime victim assistance.

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

17. Presentation and guidance on refinishing Parkway Park Concrete benches. (DeBuff)

At the Council meeting on May 20th, 2024, the Council directed staff to investigate the plausibility of refinishing the historic concrete benches and tables at Parkway Park in a natural tone. Kyle Lucas with That One Painter has examined the benches and will present his findings on their condition and possible challenges.

The council agreed they would like to see the bridge, benches, and tables sanded down and stone painted in four to five different natural colors. Kyle Lucas noted that the product used will have a twenty-year warranty, and he will provide a three-year warranty.

No action necessary.

18. Consideration and action on the application of Chris Wall with JBI Partners, Inc. on behalf of GRBK Edgewood LLC & Century Land Holdings of Texas, LLC for approval of the Lone Oak Addition Phase 1 final plat on 70.219 acres known as tracts and portions of tracts out of the James B. Conger Survey, A-150, and the George S. McIntosh Survey, A-625, approximately addressed at 825 and 1029 CR 607. (French)

The final plat application was submitted and deemed administratively complete on April 22, 2024. Per Section 34-36(d) of the Alvarado subdivision ordinance, the City Council shall: (1) Act within 30 days after the filing of final plat, (2) Conclude one of the following. a. Approve. b. Approve with conditions. c. Disapprove with reasons.

On May 16, 2024, the Planning and Zoning Commission (P&Z) recommended disapproval to City Council, and on May 20, 2024, the City Council disapproved the Lone Oak Addition Phase 1 final plat. The applicant resubmitted the final plat on June 6, 2024, and the P&Z and City Council must now act on the plat within 15 days of this resubmittal per state statutes. On June 13, 2024, the P&Z recommended disapproval with reasons attached from the City Engineer. The Future Lane Use (FLU)

map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential. The proposed plat is consistent with the City's FLU map.

Motion was made by Lydia Moon and seconded by Kevin Thomas to disapprove with reasons stated in the City Engineer letter.

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

19. Consideration and action to approve the Alvarado Public Library Advisory Board appointments. (P. Moore)

The Alvarado Public Library Advisory Board member positions have all expired, and by statute, the Advisory Board must consist of seven (7) members. Currently, five (5) existing Advisory Board members have requested to be reappointed, and two (2) open positions will be brought to the City Council for approval at a later date. Staff has received interest from the following individuals to serve on the Advisory Board, and therefore, staff recommends the following appointments:

Place 1, Barbara Fuller
Place 2, Dianna Roseberry
Place 3, Kay Grant
Place 4, Open
Place 5, Open
Place 6, Christi Davis
Place 7, Jameye Jones

Motion was made by Cherry Bryant and seconded by Beverly Short to approve the Alvarado Public Library Advisory Board appointments, as recommended.

This motion supported votes 3 in approval and 3 votes opposed. Mayor Jacob Wheat voted in favor of to break the tie. Motion carried.

20. Consideration and action to appoint and reappoint members to the Zoning Board of Adjustment (ZBA). (French)

In most recent meetings, members of the City Council have served as members of the Zoning Board of Adjustment (ZBA). ZBA shall consist of five members, each appointed by the City Council for a term of two years and removable for cause by the City Council upon written charges and after public hearing. If a member is absent for three consecutive meetings or if the member misses more than 50 percent of the meetings in a calendar year, reasonable cause exists for the removal of the member unless the board has granted the member a leave of absence at a meeting due to illness or other good cause. The City Council may also appoint up to four alternate members of the Board who shall serve in the absence of one or more of the regular members when requested to do so by the chairperson of the Board so that all cases to be heard by the Board will always be heard by a minimum number of four members. These alternate members, when appointed, shall serve for the same period as the regular members, which is for a term of two years, and any vacancy shall be filled in the same manner, and

they shall be subject to removal by the same means and under the same procedures as the regular members. Staff has received interest from the following individuals to serve on the ZBA Board, and therefore, staff recommends the following appointments:

Place 1, Scott Arthur
Place 2, Cherry Bryant
Place 3, Beverly Short
Place 4, Lydia Moon
Place 5, Carrie Keeton
Alternate, Kevin Thomas
Alternate, Jacob Wheat

Motion was made by Lydia Moon and seconded by Beverly Short to approve the ZBA Advisory Board appointments, as recommended.

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

EXECUTIVE SESSION:

Mayor Wheat declared Council to be in Executive Session at 8:37 p.m. and reconvened to Regular Session at 9:31 p.m.

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

No action was taken.

There being no further business, Mayor Wheat adjourned the meeting at 9:34 p.m.

Passed and approved this the 17th day of June, 2024.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls, City Secretary/HRD

CITY OF ALVARADO
County of Johnson
State of Texas
06/27/2024
SPECIAL City Council Minutes

The City Council of the City of Alvarado met in Special Called Session on Thursday, June 27, 2024 at 6:00 p.m. The following were present for roll call:

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

Others Present:

Jessica Hill

Deputy City Secretary

Mayor Jacob Wheat called the meeting to order at 6:05 p.m. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS-

None.

1. CONSIDERATION AND ACTION TO AMEND THE AGREEMENT BETWEEN THE CITY OF ALVARADO AND M7 ARENA REGARDING THE INDEPENDENCE DAY CELEBRATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED CONTRACT NOT TO EXCEED \$83,832.34.

BACKGROUND & FINDINGS:

The original contract approved by the council totaled \$80,430.93. Draw 1, totaling \$33,611.00, was paid on 02/02/2024. \$46,819.93 of \$50,221.34 for Draw 2 was paid on 06/21/2024. Todd Massey addressed the council and requested an additional \$3401.41, bringing the new total to \$83,832.34.

Motion was made by Lydia Moon and seconded by Kevin Thomas to authorize the City Manager to execute the amended agreement, not to exceed a total of \$83,832.34.

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

There being no further business, Mayor Wheat adjourned the meeting at 6:17 p.m.

Passed and approved this the 15th day of July, 2024.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A. Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: 15 July 2024

Contact: Teddy May, Chief of Police

Phone: 972-921-4412

AGENDA ITEM:

Consideration and action to approve a resolution to engage with the Texas Department of Transportation (TxDOT) and asks that Flock safety be allowed to place ALPR Cameras in TxDOT right-of-way on behalf of the City of Alvarado, Texas; and to authorize the City Manager to sign a Multiple-Use Agreement with TxDOT regarding those cameras.

BACKGROUND & FINDINGS:

We believe these additions will enhance public safety by increasing the police department's ability to solve crimes and identify suspects

FINANCIAL IMPACT:

None

RECOMMENDATION:

Recommend approval

MANAGEMENT REVIEW:

Teddy May, Chief of Police

RESOLUTION NO. R2024-0016

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTIPLE-USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ALLOWING THE INSTALLATION AND OPERATION OF AUTOMATED LICENSE PLATE RECOGNITION CAMERAS IN TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Alvarado, Texas, has determined the addition of Automatic License Plate Recognition (ALPR) Cameras will increase public safety and aid the Police Department in its crime prevention efforts and strategies; and

WHEREAS, the City Council desires to engage with the Texas Department of Transportation (TxDOT) and asks that Flock safety be allowed to place ALPR Cameras in TxDOT right-of-way on behalf of the City of Alvarado, Texas; and

WHEREAS, the City Council finds it to be in the public interest to authorize the City Manager to sign a Multiple-Use Agreement with TxDOT; and

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

Section 1. The City Council hereby authorizes the City Manager to enter into a Multiple-Use Agreement with TxDOT for the installation and operation of ALPR Cameras in TxDOT right-of-way.

Section 2. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Alvarado on this the 15th day of July, 2024.

ATTEST:

THE CITY OF ALVARADO, TEXAS

Beth A Walls, City Secretary

Jacob Wheat, Mayor



MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and City of Alvarado _____, hereinafter called _____ City of Alvarado _____, party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the _____ day of _____, 20 24 _____, the governing body for the _____ City of Alvarado _____ entered into Resolution/Ordinance No. _____ hereinafter identified by reference, authorizing the _____ City of Alvarado 's participation in this agreement with the State; and

WHEREAS, the _____ City of Alvarado _____ has requested the State to permit the construction, maintenance and operation of a public _____ ALPR's _____ on the highway right of way, (ROADWAY _____ See Attached _____ CONTROL SECTION NO. _____ Ctrl No. _____). (General description of area including either the control number or GPS coordinates.)

shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and made a part hereof; and

WHEREAS, the State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the _____ City of Alvarado _____ will enter into agreements with the State for the purpose of determining the respective responsibilities of the _____ City of Alvarado _____ and the State with reference thereto, and conditioned that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

City of Alvarado will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State. Any sidewalks, curb ramps and other pedestrian elements to be constructed, either on site or off site, by the

City of Alvarado shall be in accordance with the requirements of Title II of the Americans With Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the City of Alvarado and found not to comply with ADA or TAS shall be corrected at the entire expense of the- City of Alvarado

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 1½ ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Timely maintenance, repair and operation of the facility shall be entirely the responsibility of the City of Alvarado. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. These responsibilities expressly include the timely maintenance and repair of any portion of the facility necessary to comply with the Americans with Disabilities Act. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

If the State determines that City of Alvarado has failed to comply with these responsibilities, it will perform the necessary work and charge City of Alvarado the actual cost of the work.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

A. Retention Period. The City of Alvarado shall maintain all books, documents, papers, accounting records and other evidence pertaining to fees collected and costs (hereinafter called the Records). The City of Alvarado shall make the records available during the term of the Agreement and for four years from the date the Agreement is terminated, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Audit Report. If fees are collected by the City of Alvarado for the use of the facility under this agreement, the City of Alvarado will provide the State an annual audit report detailing the fees collected for the use of the facility and the costs associated with constructing, maintaining, and operating the facility within the same period. If the report shows more fees collected than expenses for the construction, operation, or maintenance of the facility the City of Alvarado must provide a multiple year plan detailing how the additional revenue will be used for construction, operation, or maintenance of the facility.

C. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the _____ City of Alvarado 's records that are directly pertinent to this Agreement for the purpose of making audits and examinations.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate and

_____ City of Alvarado _____ shall be responsible for the facility's timely removal at no cost to the State. If the State determines that _____ City of Alvarado _____ has failed to timely remove the facility, it will perform the necessary work and charge _____ City of Alvarado _____ the actual cost of the work.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The _____ City of Alvarado _____ shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The _____ City of Alvarado _____ shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

THE City of Alvarado WILL INDEMNIFY THE STATE AGAINST ANY AND ALL DAMAGES AND CLAIMS FOR DAMAGES, INCLUDING THOSE RESULTING FROM INJURY OR DEATH OF PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY, ARISING OUT OF, INCIDENT TO OR IN ANY MANNER CONNECTED WITH THE CONSTRUCTION, OPERATION OR MAINTENANCE OF THE FACILITY, WHICH INDEMNIFICATION SHALL EXTEND TO AND INCLUDE ANY AND ALL COURT COSTS, ATTORNEY'S FEES AND EXPENSES RELATED TO OR CONNECTED WITH ANY CLAIMS OR SUITS FOR DAMAGES AND SHALL, IF REQUESTED IN WRITING BY THE STATE TO DO SO, ASSIST THE STATE OR RELIEVE THE STATE FROM DEFENDING ANY SUCH SUITS BROUGHT AGAINST IT. THE INDEMNIFICATION OF THE STATE SHALL EXTEND FOR A PERIOD OF TWO (2) YEARS BEYOND THE DATE OF TERMINATION OF THIS AGREEMENT.

DURING EACH YEAR WHILE THERE IS ANY LIABILITY BY REASON OF THE AGREEMENT CONTAINED IN THIS SUBSECTION OF THIS RESOLUTION, INCLUDING THE CALENDAR YEAR 20XX, THE City Name (CITY) SHALL COMPUTE AND ASCERTAIN THE RATE AND AMOUNT OF AD VALOREM TAX, BASED ON THE LATEST APPROVED TAX ROLLS OF SAID ENTITY, WITH FULL ALLOWANCES BEING MADE FOR TAX DELINQUENCIES AND COSTS OF TAX COLLECTION, WHICH WILL BE SUFFICIENT TO RAISE AND PRODUCE THE MONEY REQUIRED TO PAY ANY SUMS WHICH MAY BE OR BECOME DUE DURING ANY SUCH YEAR, IN NO INSTANCE TO BE LESS THAN TWO (2%) PER CENT OF SUCH OBLIGATION, TOGETHER WITH INTEREST THEREON, BECAUSE OF THE OBLIGATION HEREIN ASSUMED.

SAID RATE AND AMOUNT OF AD VALOREM TAX IS HEREBY ORDERED TO BE LEVIED AND IS HEREBY LEVIED AGAINST ALL TAXABLE PROPERTY IN SAID ENTITY FOR EACH YEAR WHILE ANY LIABILITY EXISTS BY REASON OF THE OBLIGATION UNDERTAKEN BY THIS SUBSECTION OF THIS RESOLUTION, AND SAID AD VALOREM TAX SHALL BE ASSESSED AND COLLECTED EACH SUCH YEAR UNTIL ALL OF THE OBLIGATIONS HEREIN INCURRED SHALL HAVE BEEN DISCHARGED AND ALL LIABILITY HEREUNDER DISCHARGED.

No party to this agreement intends to waive, relinquish, limit or condition its general governmental immunity from liability in any way.

Each party agrees and acknowledges that it is not an agent, servant, or employee of the other party and that under this provision each party is responsible only for its own acts and for those of its agents, servants, independent contractors or employees. Such responsibility includes, but is not

limited to any claims or amounts arising or recovered under the "Workers Compensation Law," the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City of Alvarado. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State. Furthermore, the City of Alvarado shall become fully subrogated to the State's rights of recovery and shall be entitled to maintain any action over and against any third party who may be liable for damages. The State agrees to execute and deliver instruments and papers and to otherwise do that which is necessary to secure such rights.

13. INSURANCE

The City of Alvarado, shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance, repair and operation of the facility. City of Alvarado shall include TxDOT as an additional insured by endorsement in City of Alvarado's commercial general liability insurance policy. Prior to beginning work on the State's right of way, the City of Alvarado's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) or appropriate certificate of self-insurance and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City of Alvarado shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City of Alvarado, for itself, its personal representatives, successors and interests and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the

City of Alvarado shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. AUDIT

The State may conduct an audit or investigation of any aspect of this agreement. The City of Alvarado must provide the State with access to any information the State considers relevant to the investigation or audit. The audit can include, but is not limited to, any contract for construction or maintenance of any facility or structure authorized by this agreement or any contract to provide a service to the City of Alvarado if that service is authorized by this agreement.

21. AUTHORITY OF STATE AUDITOR

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

22. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE (Mailing Address)	(Name of other party) (Mailing Address)
Texas Department of Transportation	Chief Teddy May
Maintenance Division	Alvarado Police Department/City of Alvarado
125 East 11th Street	600 S. Parkway Dr.
Austin, Texas 78701-2483	Alvarado TX. 76009

23. TIMELY PAYMENT

When required by any provision of this agreement requires a payment to be made to the State, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from the other party's construction, maintenance, repair or operation of the facility.

24. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the

_____ on the _____ day of _____, 20____, and the
State on the _____ day of _____, 20____.

STATE OF TEXAS

Executed and approved for the Texas
Transportation Commission for the purpose and
effect of activating and/or carrying out the orders,
and established policies or work programs
heretofore approved and authorized by the Texas
Transportation Commission.

(Name of other party)

By: _____
Signature

Printed Name

By: _____
Director, Maintenance Division

Title

Printed Name

Agency

Date

Contact Office and Telephone No.

APPROVAL RECOMMENDED:

District Engineer

Printed Name

Date

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.105.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of real property interest shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. Real property interest shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the real property interest facility ceases to be used or is abandoned.

EXHIBIT E



City Council Meeting Management Report

Meeting Date: July 15 2024

Contact: Michael Dwiggins

AGENDA ITEM:

Consideration and action to approve an easement agreement between the City of Alvarado and Oncor Electric Delivery Company LLC for WWTP transformer maintenance.

BACKGROUND & FINDINGS:

This transformer is needed for the electrical operation of equipment with the expansion of the waste water treatment plant. Oncor will have to have this easement signed and returned to them and filed with the county before they will ship the transformer to the site.

FINANCIAL IMPACT

N/A

RECOMMENDATION:

Staff recommends giving the needed easement to Oncor for the waste water treatment plant and allowing the City Manager to sign the easement.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

EASEMENT DESCRIPTION
**0.018 ACRE ONCOR ELECTRIC
DELIVERY COMPANY EASEMENT**

BEING A TRACT OF LAND LOCATED IN THE D. BELL SURVEY, ABSTRACT NO. 35, JOHNSON COUNTY, TEXAS AND BEING PART OF A CALLED 48.5 ACRE TRACT OF LAND AS DESCRIBED IN A FINAL JUDGEMENT TO CITY OF ALVARADO, RECORDED IN VOLUME 3098, PAGE 449 OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS (O.P.R.J.C.T.), ALSO KNOWN AS LOT 1, ALVARADO WASTEWATER TREATMENT PLANT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 9, PAGE 651, PLAT RECORDS, JOHNSON COUNTY, TEXAS (P.R.J.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL DISTANCES RECITED HEREIN ARE GRID. SCALE FACTOR IS 1.000000000. ALL BEARINGS RECITED HEREIN ARE CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83 (NA2011).

BEGINNING AT A POINT (N:6828818.29, E:2364600.93) IN THE SAID 48.5 ACRE TRACT AND SAID LOT 1 AND BEING IN THE EASTERLY LINE OF AN EXISTING 20 FOOT WIDE UTILITY EASEMENT AS SHOWN ON THE SAID PLAT RECORDED IN VOLUME 9, PAGE 651, P.R.J.C.T., FROM WHICH A 3/4" IRON ROD FOUND IN THE WESTERLY LINE OF SAID 48.5 ACRE TRACT AND SAID LOT 1 AND BEING IN THE EASTERLY LINE OF COUNTY ROAD NO. 404 BEARS, N 49°32'36" W, A DISTANCE OF 20.02 FEET;

THENCE, CROSSING SAID 48.5 ACRE TRACT AND SAID LOT 1, THE FOLLOWING BEARINGS AND DISTANCES:

S 48°49'24" E, A DISTANCE OF 23.56 FEET TO A POINT;

N 28°47'36" E, A DISTANCE OF 6.75 FEET TO A POINT;

S 61°13'27" E, A DISTANCE OF 20.00 FEET TO A POINT;

S 28°47'36" W, A DISTANCE OF 26.00 FEET TO A POINT;

N 61°13'27" W, A DISTANCE OF 20.00 FEET TO A POINT;

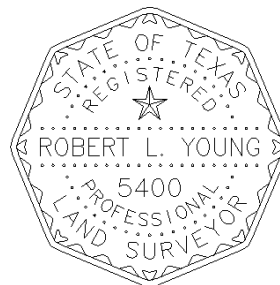
N 28°47'36" E, A DISTANCE OF 9.02 FEET TO A POINT;

N 48°49'24" W, A DISTANCE OF 25.17 FEET TO A POINT IN THE EASTERLY LINE OF SAID EXISTING 20 FOOT WIDE UTILITY EASEMENT, FROM WHICH A 3/4" IRON ROD FOUND IN THE WESTERLY LINE OF SAID 48.5 ACRE TRACT AND SAID LOT 1 AND BEING IN THE EASTERLY LINE OF SAID COUNTY ROAD NO. 404 BEARS, S 53°22'38" W, A DISTANCE OF 173.63 FEET;

N 37°49'11" E, WITH THE EASTERLY LINE OF SAID EXISTING 20 FOOT WIDE UTILITY EASEMENT, A DISTANCE OF 10.01 FEET TO THE **PLACE OF BEGINNING AND CONTAINING 0.018 ACRE OF LAND.** SURVEYED ON THE GROUND ON NOVEMBER 10, 2023 UNDER THE SUPERVISION OF ROBERT L. YOUNG, R.P.L.S. NO. 5400. SEE THE ACCOMPANYING EXHIBIT MAP ATTACHED HERETO AND MADE A PART HEREOF.

11/15/2023

Robert L. Young



0' 20' 40' 60'

PROPERTY ADDRESS:
135 COUNTY ROAD 404
ALVARADO, TEXAS 76009

LEGEND

IRF (C.M.) - 0- IRON ROD FOUND CONTROLLING MONUMENT CHAIN LINK FENCE

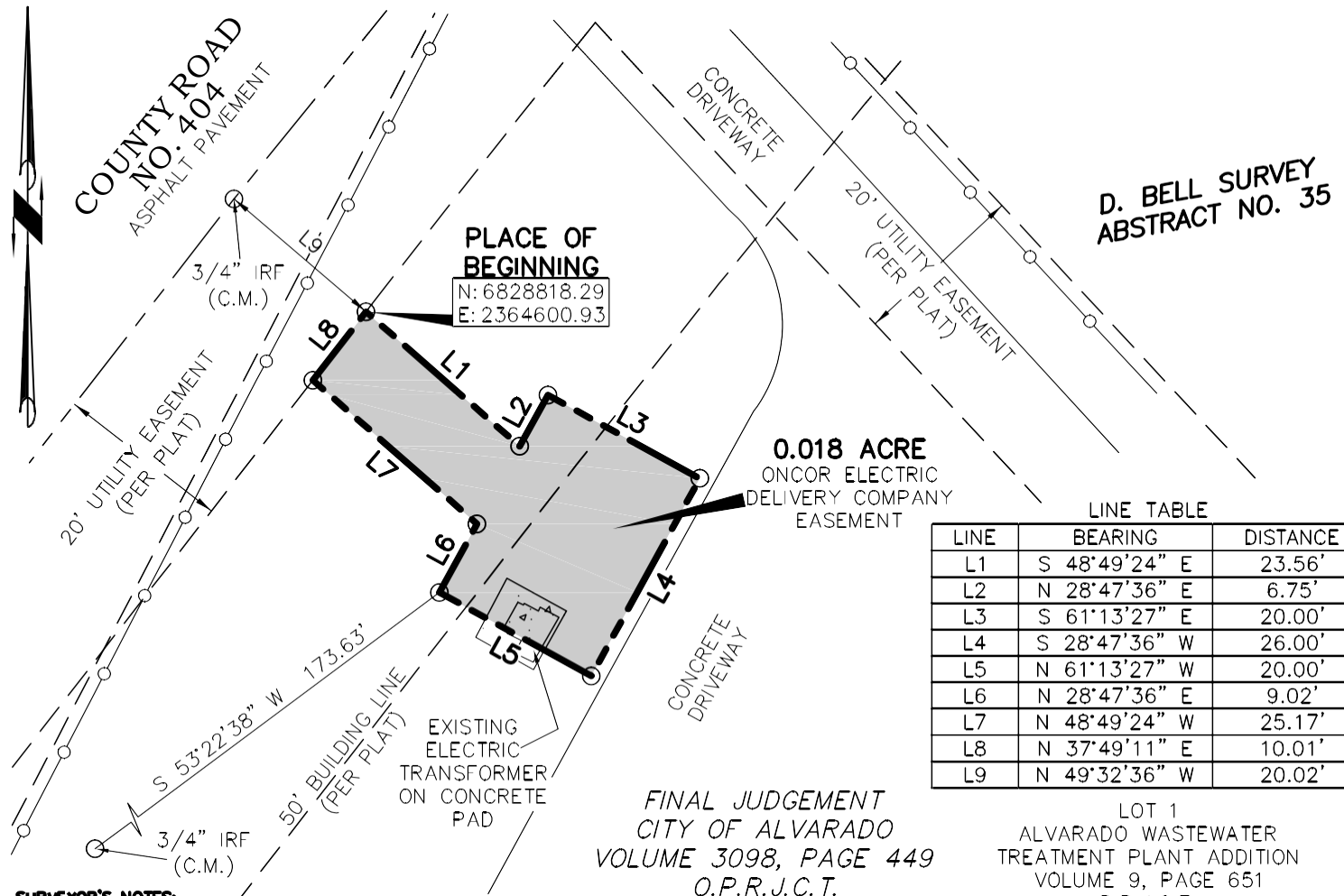
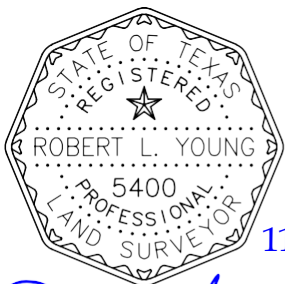


EXHIBIT "A"

A 0.018 ACRE ONCOR ELECTRIC DELIVERY COMPANY EASEMENT, LOCATED IN LOT 1, ALVARADO WASTEWATER TREATMENT PLANT ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 9, PAGE 651 PLAT RECORDS, JOHNSON COUNTY, TEXAS.



11/15/2023

TBPLS NO. 10122700



401 N. NOLAN RIVER ROAD
CLEBURNE, TEXAS 76033
OFFICE: 817-556-3440
FAX: 817-556-3545
www.transtexasurveying.com

Scale: 1"=20'	Date: 11/15/23	DWG: 20220086-ESMT-001
Drawn: GWB	Checked: RLY	Job: 20220086



City Council Meeting Management Report

Meeting Date: July 15, 2024

Contact: Laura Cox, Chief Financial Officer

AGENDA ITEM:

Consideration and action approving Ordinance 2024-0011, an ordinance of the City of Alvarado, Texas, amending the City's fee schedule related to garbage collection fees, food establishment permit fees and temporary water service fees.

BACKGROUND & FINDINGS:

This item amends the fee schedule that is kept on file with the City Secretary to update garbage collection fees, food establishment permit fees, and the temporary water service fee.

According to the terms outlined in the agreement with the City's contractor, Republic Services, for waste collection services dated May 7, 2020, the contractor may request an annual price adjustment effective on July 1 of each year based on changes in the Consumer Price Index (CPI) Water, Sewer and Trash Services, as stipulated in the contract.

The City presently charges \$120.00 for each temporary event permit for food establishments; \$100.00 for each complaint investigation; and \$150.00/hour for consultation outside of the aforementioned scope of services: Health plan review, health final and C/O inspections and/or for more than one re-inspection. The proposed fees are based solely upon the City's third-party inspection fees plus a \$25.00 administration fee if applicable.

The City presently charges \$38.00 for temporary use of the City's water service for a maximum of 10 days which covers up to 2,000 gallons of water. Our water rate in 2016 for 2,000 gallons was \$38.00; however, as the rates have been increased since then, the fee for temporary water remained the same. The current fee for 2,000 gallons of water is \$52.70.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Staff recommends City Council approve Ordinance 2024-0011.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Draft Ordinance 2024-0011

ORDINANCE NO. _ 2024-0011

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING ITS FEE SCHEDULE RELATED TO GARBAGE COLLECTION FEES, TEMPORARY WATER SERVICE FEE, AND FOOD ESTABLISHMENT FEES; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City desires to amend its Fee Schedule, which is kept on file with the City Secretary, to amend its food establishment fees, temporary water service fee, and garbage collection fees; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Alvarado to amend its Fee Schedule as set forth herein.

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

SECTION 1. Section 2.00, “Garbage Collection Charges,” of the Fee Schedule is amended to read as follows:

“2.00 Garbage Collection Charges

The monthly rate for City garbage, trash, and refuse collection services shall be as follows:

(1) Residential Curbside Rates:

Residential Trash Collection (1 cart, once per week)	\$ 10.59
Monthly On-Call Bulk Collection (up to 3 cubic yards)	included
*Residential Recycle Collection (1 cart, every other week)	\$ 3.55
*Residential Recycle Processing	\$ 0.87
Quarterly Landfill Access (1 st Saturday of January, April, July, October)	
Total	\$ 15.01

Additional polycart (maximum 3 each of garbage and recycle per home)	\$ 8.89
--	---------

* Senior citizens have the privilege to opt-out of residential recycle collection and the fee associated with this service. Application for qualification to opt-out of service must be made at Alvarado City Hall. Resident must be at least 65 years old, the home owner and must reside at the address.

Optional Service – Off-schedule bulk collection is available for free. Residents must make arrangements directly with City’s contractor, Republic Services, and service will be quoted and pre-paid prior to collection. Minimum fee for this service is \$45.82 per collection for one truck hopper full of waste. Republic will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle, or items that are not accepted at the landfill.

(2) Commercial Curbside Rates (includes industrial, institutional, multi-family, and church customers):

Commercial Curbside Trash (2 carts, once per week)	\$ 33.25
Commercial Recycle Collection (1 cart, every other week)	\$ 3.55
Commercial Recycle Processing	\$ 0.87
Total	\$ 37.67

Additional polycart/per month \$ 8.89

(3) Commercial Front Load Service:

(a) Rates:

Container Size	1X week	2X week	3X week	4X week	5X week	Extra Lift
2 yard	\$79.37	\$125.67	\$171.95	\$218.27	\$262.33	\$37.9
3 yard	\$103.40	\$180.91	\$260.36	\$299.83	\$368.17	\$39.12
4 yard	\$131.23	\$224.66	\$322.09	\$361.59	\$443.13	\$48.89
6 yard	\$163.03	\$288.28	\$411.53	\$483.49	\$590.84	\$78.17
8 yard	\$216.69	\$361.85	\$506.97	\$610.53	\$745.15	\$95.82

- (b) Casters \$ 8.38
- (c) Locking Container \$ 1.67 per lift
- (d) Extra Yardage \$ 29.65/yard
- (e) Removal/Exchange/Delivery \$ 29.65
- (f) Customer Damaged/Burned Can \$126.27

(4) Industrial Roll Containers:

(a) Rates:

Size	Type	Delivery/ Relocate	Monthly Rental	Haul Rate/Load	Deposit/Container
20 yard	Open Top	\$106.74	\$124.52	\$415.04	\$-
30 yard	Open Top	\$106.74	\$124.52	\$503.98	\$-

40 yard	Open Top	\$106.74	\$124.52	\$592.92	\$ -
30 yard	Compactor	Negotiable	Negotiable	\$609.52	N/A
35 yard	Compactor	Negotiable	Negotiable	\$687.78	N/A
40 yard	Compactor	Negotiable	Negotiable	\$766.06	N/A
42 yard	Compactor	Negotiable	Negotiable	\$798.08	N/A

- (b) Dry Run Fee \$106.74
- (c) Removal Fee \$106.74
- (d) Relocate \$106.74
- (e) Washout \$207.53 (must be scheduled with a haul)"

SECTION 2. Section 7.00, "Temporary Water Service," of the Fee Schedule is amended to read as follows:

"7.00 Temporary Water Service

Temporary use of the City's water service for a minimum of 10 days (does not include sewer or garage service) - \$52.70. This fee covers up to 2,000 gallons of water. Any amount over 2,000 will be billed according to the rates set forth by city ordinance."

SECTION 3. Section 19A.00, "Food Establishment," of the Fee Schedule is amended to read as follows:

"19A.00 Food Establishments

The following fee schedule applies to permits issued to food establishments:

1. Cost of service for permanent food establishment permit \$425.00 yr.
2. Cost of service for mobile food vendor (hot and cold) truck and seasonal vendor. \$225.00 yr.
3. Cost of service for public swimming pool inspections \$225.00 yr.
4. Cost of service for each temporary event permit \$125.00
5. Cost of service for each complaint investigation \$150.00
6. Cost of service for consultation outside of the aforementioned scope of services detailed in items 1-5 above:

Health plan review

\$150.00/hr

Health final and C/O inspection, swimming pool re-inspections
or any re-inspection of food establishment after the first
“free” follow-up

\$150.00”

SECTION 4. This Ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances, City of Alvarado, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 5. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and section of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 6. This Ordinance shall be in full force and effect from and after its passage.

AND SO IT IS ORDAINED.

Passed on this the 15th day of July, 2024 by a vote of ____ to ____.

ATTEST:

CITY OF ALVARADO

Beth A. Walls, City Secretary

Jacob White, Mayor

19A.00 Food Establishments

The following fee schedule applies to permits issued to food establishments:

- | | | |
|----|---|------------------------------|
| 1. | Cost of service for permanent food establishment permit | \$425.00 yr. |
| 2. | Cost of service for mobile food vendor (hot and cold) truck and seasonal vendor. | \$225.00 yr. |
| 3. | Cost of service for public swimming pool inspections | \$225.00 yr. |
| 4. | Cost of service for each temporary event permit | \$120.00 \$125.00 |
| 5. | Cost of service for each complaint investigation | \$100.00 \$150.00 |
| 6. | Hourly cost of service for consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for more than one re-inspection— | \$150.00 hr. |
| 6. | Cost of service for consultation outside of the aforementioned scope of services: | |
| | Health plan review | \$150.00 hr. |
| | Health final and C/O inspection, swimming pool re-inspection, or any re-inspection of food establishment after the first “free” follow-up | \$150.00 |

AMENDED "EXHIBIT A"
SOLID WASTE PRICING

RATE SCHEDULE

RESIDENTIAL CURBSIDE RATES

Residential Trash Collection (1 cart, once per week)	\$	10.70
Monthly On-Call Bulk Collection (Up to 3 cubic yards)		included
*Residential Recycle Collection (1 cart, every other week)	\$	3.59
*Residential Recycle Processing	\$	0.87
Quarterly Landfill Access (1st Saturday of January, April, July, October)		
Total	\$	15.16

Additional polycart (maximum 3 per home) \$ 8.99

*Senior citizens have the privilege to opt-out of residential recycle collection and processing and the fees associated with this service. Application for qualification to opt-out of service must be made at Alvarado City Hall. Resident must be at least 65 years old, the homeowner and must reside at the address.

Optional Service - Off-schedule bulk collection is available for a fee. Residents must make arrangements directly with Republic Services and service will be quoted and pre-paid prior to collection. Minimum fee for this service is \$46.30 per collection for one truck hopper full of waste. Republic will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle or items that are not accepted at the landfill.

Commercial Curbside Collection

Commercial Curbside Trash (2 carts, once per week)	\$	33.59
Commercial Recycle Collection (1 cart, every other week)	\$	3.59
Commercial Recycle Processing	\$	0.87
Total	\$	38.05

Additional polycart/per month \$ 8.99

Commercial Front Load Service

Container Size	1X week	2X week	3X week	4X week	5X week	Extra Lift
2 yard	\$ 80.20	\$ 126.98	\$ 173.75	\$ 220.55	\$ 265.06	\$ 38.39
3 yard	\$ 104.48	\$ 182.80	\$ 263.07	\$ 302.95	\$ 372.01	\$ 39.53
4 yard	\$ 132.60	\$ 227.00	\$ 325.45	\$ 365.36	\$ 447.75	\$ 49.40
6 yard	\$ 164.73	\$ 291.28	\$ 415.82	\$ 488.53	\$ 597.00	\$ 78.99
8 yard	\$ 218.95	\$ 365.62	\$ 512.26	\$ 616.90	\$ 752.92	\$ 96.82

Casters:	\$ 8.46	Locking Container	\$ 1.68
Extra Yardage	\$ 29.96 /yard	Removal/Exchange/Delivery	\$ 29.96
Exchange Can:	\$ 126.27	Customer Damaged/ Burned Can	\$ 200.00

Industrial Roll Containers

SIZE	TYPE	Delivery / Relocate	Monthly Rental	Haul Rate/Load	Deposit/ Container
20 yard	Open Top	\$ 107.85	\$ 125.82	\$ 419.37	\$ -
30 yard	Open Top	\$ 107.85	\$ 125.82	\$ 509.24	\$ -
40 yard	Open Top	\$ 107.85	\$ 125.82	\$ 599.11	\$ -
30 yard	Compactor	Negotiable	Negotiable	\$ 615.87	n/a
35 yard	Compactor	Negotiable	Negotiable	\$ 694.95	n/a
40 yard	Compactor	Negotiable	Negotiable	\$ 774.05	n/a
42 yard	Compactor	Negotiable	Negotiable	\$ 806.41	n/a

Dry Run Fee: \$ 107.85 Removal Fee: \$ 107.85
Relocate: \$ 107.85 Washout \$ 209.70 must be scheduled with a haul

FRANCHISE FEE: 15% Commercial & Residential, 10% Industrial

Effective:

8/1/2024

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 1st day of July, 2020 (“**Effective Date**”), by and between the City of Alvarado, Texas (“**City**”), and Allied Waste Systems, Inc., a Delaware corporation qualified to do and actually doing business in the State of Texas, doing business as Republic Services of Itasca (“**Company**”).

RECITALS

WHEREAS, City desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Sole and Exclusive Franchise.** Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in **Exhibit A**) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the City (the “**Services**”):

Location Types

_____ Residential Units	_____ Large Commercial Units
_____ Small Commercial Units	_____ Industrial Permanent Units
_____ Municipal Facilities	_____ Industrial Temporary Units

2. **Newly Developed Areas.** If the City develops new areas (of the same Location Types as designated above) within the City’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The City shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the City annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. **Scope of Services.** Company shall furnish, at its sole cost and expense, all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. **Out of Scope Services May Be Contracted for Directly with Customers.** Company may provide collection and disposal or recycling service within the territorial jurisdiction of the City for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant to such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The City agrees that Company may use any

information received from the City in marketing all of its available services to the Customers located within the City, whether included in the scope of this Agreement or not.

5. Exhibits. In addition to this Agreement, the agreement documents shall include the following documents and this agreement does hereby expressly incorporate the following Exhibits herein as fully as if set forth verbatim in this agreement:

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste Pricing

Exhibit B Specifications & Pricing for Recycling Services

Exhibit B-1 Recycling Facility Average Commodity Mix

6. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the “Term”) unless either party provides written notice of non-renewal at least one-hundred and twenty (120) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

- 7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

- 7.2 Annual Rate Adjustments. Upon approval from the City, Company may increase the rates for all Services, excluding Processing Fees, to be effective on each anniversary of the Effective Date of this Agreement in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the “CPI”). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months preceding. All Company requests for an increase in the rates as provided in this section must be made at least one-hundred and twenty (120) days prior to the expiration of the then current Term.

- 7.3 Additional Terms for Recycling Services.

(a) Rates. The rates for Recycling Services shall consist of a Monthly Collection Charge, as set forth on Exhibit A, plus the Recycling Processing Charge.

“Processing Charge” means the current rate the recycle facility charges to process Recyclable Materials.

(b) Annual Recycling Adjustment. In addition to the Annual Rate Adjustment, on each anniversary of the Effective Date of this Agreement, Republic may evaluate, and adjust if needed, the Recycling Processing Charge based on any changes in Processing Rates. The Recycling Processing Charge over the most recent twelve-month period shall be compared to the last identified Recycling Processing Charge to determine any change. A reduction in Recycling Processing Charge shall result in a decreased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment. An increase in Recycling Processing Charge shall result in an increased price for the Recycling Services for the twelve months after the effective date of the Annual Recycling Adjustment.

(c) Specifications for all Recyclable Materials. Recyclable Materials shall comply with any and all specifications provided by Republic in order to meet quality thresholds for commodity markets. If market conditions develop that limit or inhibit the recycling facility from selling some or all of the Recyclable Materials or if the presence of contaminants becomes

problematic, Company and/or CITY may suspend or discontinue any or all Recycling services and update the rates in Exhibit A accordingly. In the event the COMPANY discontinues Recycling services under this provision, the COMPANY will adjust the CITY's rates accordingly.

- 7.4 Change in Law Adjustments. Company may increase or decrease the rates for Services as a result of increases or decreases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.

8. Invoicing; Payment; Service Suspension; Audits.

- 8.1 Invoicing the City. The City shall invoice and collect from all Residential Units customers for Services provided by Company pursuant to this Agreement. The City shall report to Company by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the City. Company shall invoice the City for the number of addresses that were billed by the City within fifteen (15) days of receiving the City's address count each month, and the City shall pay Company's invoices.
- 8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for all Commercial Units, Industrial Permanent Units and Industrial Temporary Units Services rendered to such Customer under this Agreement following the end of the month, and the Customer shall pay Company's invoices.
- 8.3 Payment. The City or Customer, as applicable, shall pay each of Company's invoices within thirty (30) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted.
- 8.4 Franchise Fee. For and in consideration of the City granting Company a franchise within the city limits for collection, Company hereby agrees to pay the City a franchise fee on all collections as calculated herein. City will provide billing for all residential accounts, and will transmit amounts collected for residential services, less fifteen percent (15%) of the gross receipts to Company monthly. Company will provide billing services for commercial and industrial accounts and will submit to the City 15% of gross receipts from the collection of materials for commercial accounts and 10% of the gross receipts from the collection of materials for industrial accounts covered by this Agreement within the corporate limits of the City. For purposes of this Agreement, "commercial accounts" means accounts for businesses in the City at which Company provides front-load services, and "industrial accounts" are businesses in the City at which Company provides roll-off services for non-hazardous waste and Special Waste.
- 8.5 Service Suspension.
- 8.5.1 Unpaid Invoices. If any amount due from the City is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the City has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the City shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days

after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.6 Audits.

8.6.1 Audit of City Billings. With respect to any Services in which the Company's billing is dependent upon the City's reporting of the number of addresses subject to this Agreement, the City shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the City and that the City's reporting on such addresses is accurate. Upon request the City shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to City data to support that the number of addresses serviced exceeds the number provided by the City, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

8.6.2 Audit of Company Records. The City may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the City under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the City and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the City shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). Company shall indemnify and hold harmless the City, its officers, representatives, agents, and employees against any claim or liability arising from or based on the Company's violation of any such laws, regulations, ordinances, orders, or decrees, whether such violation was by Company, its agents or employees, or any subcontractor or assignee. In the event any provision of this Agreement conflicts with an existing ordinance of the City, this Agreement shall control and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.

12. **Excluded Waste.** If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the City and the City shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the City, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The City shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Company shall release City from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the City.
13. **Equipment; Access.** Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. City and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply.
14. **Property Damage.** Company shall be solely responsible for the repair and/or replacement of any damages to public or private property, including pavement damage during the operation of Services under this agreement to the extent that the damage was caused by the negligence or willful misconduct of the Company, its agents or employees. Company shall not be responsible for damage resulting from normal wear and tear. Repair and/or replacement of property includes, but is not limited to, fences, gas meters, and water meters.
15. **Indemnification:** Company covenants and agrees to fully indemnify, hold harmless and defend the City, its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses (including attorney's fees) 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, to the extent arising out of or in connection with Company's negligence or willful misconduct in the performance, attempted performance or non-performance of the work and services described hereunder including operations of subcontractors, if any, and the acts or omissions of employees or agents of Company, or in any way resulting from or arising out of the collection, transportation or disposal of Solid Waste under this Agreement, save and except for the loss or injury due to City's negligence or willful acts or omissions without, however, waiving any governmental immunity available to City under Texas law and without waiving any defense of City or Company under Texas Law.
16. **Insurance.** During the Term of this Agreement and any extension hereof, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability or responsibility of Company under the terms of this Agreement. All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least “A-” and a financial size category of at least VII. Upon execution of this Agreement, and annually thereafter, Company shall furnish City with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the City, show the City as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the City (excluding Worker’s Compensation policy) except with respect to the sole negligence or willful misconduct of City.

17. Force Majeure. Except for City’s obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party’s reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company’s service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
18. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
19. Licenses, Permits and Fees. Company agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. Company shall also pay, at the Company’s own expense, all disposal fees associated with the collection, removal and disposal of Waste Material.
20. Taxes. Company shall pay all federal, state and local taxes including sales tax, social security, worker’s compensation, unemployment insurance and any and all other required taxes which may be chargeable against Company for its labor, material, equipment, real estate and any other items necessary to and in performance of this agreement.
21. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by City.
22. Company’s relation to City.

- 22.1 **Company as Independent Contractor:** It is expressly agreed and understood that Company is in all respects an independent contractor as to the work, duties and rights granted herein, notwithstanding the fact that Company is bound to follow the direction of designated City officials, and that neither Company nor any person performing any of the work covered under this Agreement is in any respect an agent, servant, officer or employee of the City. This Agreement specifies the work to be done by Company, but the method to be employed to accomplish this work shall be the exclusive responsibility of Company, and under Company's exclusive control and right of control. The doctrine of respondeat superior shall not apply between the City and Company, or any of Company's agents, servants, employees or subcontractor's and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Company.
- 22.2 **Subletting Agreement:** This Agreement, or any portion thereof, shall not be sublet or assigned except with the prior written consent of the City Council of the City. No such consent will be construed as making the City a party to such subcontract or assignment, or as subjecting the City to liability of any kind to any subcontractor or assignee. No subcontractor or assignee shall, under any circumstances, relieve Company of its liability and obligation under this Agreement, and despite any such subletting or assignment, the City shall deal through Company unless otherwise agreed by the City. Any subcontractor and assignees will be dealt with as workers and representatives of Company, and as such shall be subject to the same requirements as to character and competence as are other employees of Company.
- 22.3 **Inspection of Performance:** The City Manager or his or her designee may inspect Company's operations, equipment and performance as it relates solely to this Agreement at any reasonable time and Company shall furnish the City Manager with every reasonable opportunity to inspect Company's operations or equipment or for otherwise ascertaining whether or not the work is being performed in accordance with the requirements of this Agreement.
23. **Miscellaneous.** (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) If consented to by City, Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to City under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) Should any action, whether real or asserted, at law or in equity, arise out of terms and conditions of this Agreement, venue for said action shall be in Johnson County, Texas and this Agreement shall be interpreted and governed by the laws of the State of Texas. (k) Customer and Company agree that electronic signatures are valid and effective,

and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

CITY OF ALVARADO, TEXAS

ALLIED WASTE SYSTEMS, INC. DBA REPUBLIC
SERVICES OF ITASCA

By: *Rock Holder*

By: _____

Name: *Rock Holder*

Name: _____

Title: *City Manager*

Title: _____

Date: *5/7/2020*

Date: _____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

_____ Municipal Solid Waste (MSW)	_____ Bulky Waste
_____ Yard Waste	_____ Construction Debris

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.3 Cart – A plastic receptacle with wheels, designed to be emptied by automatic equipment, having a capacity of ninety-five (95) gallons provided by Company for collection of residential or curbside Commercial municipal solid waste and recycling.

2.4 Construction Debris – Excess building materials resulting from construction, remodeling, repair or demolition operations.

2.5 Customer – An occupant or operator of any type of premise within the City that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.6 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.7 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.8 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.9 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.10 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.11 Large Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires a waste container that is two (2) yards or larger per collection day for the collection of its Solid Waste.

2.12 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.13 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.14 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.15 Small Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires no more than three (3) ninety-five (95) gallon containers per collection day for the collection of its Solid Waste. Examples of Small Commercial Units include offices, stores, service stations, restaurants, amusement centers, schools, and churches.

2.16 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.17 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste and Construction Debris generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.18 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, and branches. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than three (3) feet in length and less than three (3) inches in diameter) shall be in a bag or bundle the weight of which shall not exceed thirty-five (35) pounds. Loose Yard Waste will not be collected under this Agreement. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each cart, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Carts, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any cart, bag or bundle not so placed or any Waste Material not in a cart, bag or bundle.

3.2 Hours of Collection Operations. Hours of Collection shall be 7:00 am to 7:00 pm for Residential Units. Commercial Collections to areas immediately adjacent to residential neighborhoods shall be 7:00 am to 7:00 pm. All other Commercial and Industrial Collections shall be between the hours of 3:00 am and 7:00 pm. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the City upon request. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the City at least two (2) weeks in advance of the commencement date for such changes. City shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than three (3) carts per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may decide to suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company. Due to the street size variations in the City, the Company shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Damage caused by Company's collection equipment such as spillage and broken curbs or sidewalks shall promptly be repaired or replaced at the Company's expense. Company shall not weave from curb to curb, drive in the middle of the road, or apply severe braking during routes through residential streets to prevent damage to infrastructure and for safety reasons. Company will train drivers to protect Alvarado streets and not make sudden braking stops that will damage street surfaces.

3.8 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the City under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.9 Customer Education. The Company shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections at the start of Agreement term. All other customer education will be the responsibility of the City.

3.10 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

3.11 Landfill Privileges. Company agrees to provide access to its Itasca Landfill on a quarterly basis at a cost to the City of \$4,000 per year to permit residents to dispose of Solid Waste and Yard Waste without charge to the individual resident. Federal laws prohibit the collection of refrigerator or freezer units unless certification is provided that CFC's have been removed by a certified technician. Citizens must be able to provide proof of residency to include a current water bill and a valid drivers' license.

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. City’s Duty. City shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. City shall pay Company a rate of \$3.73 per Unit for the curbside collection and processing of Recyclable Materials from Residential Units and Commercial Units. This Collection and Processing rate assumes that, on average, City’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify City of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of City’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Reporting. Upon request Company will provide City with a report detailing the total tons of Recyclable Material received from the City.

6. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility’s Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

7. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days’ prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays

- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books

8. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide City with at least thirty (30) days' prior written notice of any such modifications.

- Glass
- Aseptic Cartons – Juice boxes, Milk and Juice Cartons, Soy Milk and Soup Cartons
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.

EXHIBIT A-1

SOLID WASTE PRICING

EXHIBIT A RATE SCHEDULE

RESIDENTIAL CURBSIDE RATES

Residential Service

Residential Trash Collection (1 cart, once per week)	\$ 8.92 per month
Monthly On-Call Bulk collection (Up to 3 cubic yards)	0.00 per month
*Residential Recycle Collection (1 cart, Every other week)	2.99 per month
*Residential Recycle Processing	0.74 per month
Total	\$12.65 per month

Additional Cart (maximum 3 per home) \$ 7.50 each per month

*Senior citizens have the privilege to opt-out of residential recycle collection and processing and the fees associated with this service. Application for qualification to opt-out of service must be made at Alvarado City Hall. Resident must be at least 65 years old, the homeowner and must reside at the address.

Optional Service - Off-schedule bulk collection is available for a fee. Residents must make arrangements directly with Republic Services and service will be quoted and pre-paid prior to collection. Minimum fee for this service is \$40.00 per collection for one truck hopper full of waste. Republic will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle or items that are not accepted at the landfill.

Commercial Curbside Service

Commercial Curbside Trash (2 carts, once per week)	\$28.04 per month
Commercial Recycle Collection (1 cart, Every other week)	2.99 per month
Commercial Recycle Processing	0.74 per month
Total	\$31.77 per month

Additional Cart (maximum 2 per commercial unit) \$ 7.50 each per month

COMMERCIAL FRONTLOAD RATES

SIZE	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	EXTRA
2 YD	66.94	105.98	145.00	184.06	221.22	260.28	32.04
3 YD	87.20	152.56	219.56	252.84	310.47	366.24	32.99
4 YD	110.66	189.45	271.62	304.92	373.69	440.63	41.23
6 YD	137.48	243.10	347.04	407.72	498.24	587.52	65.93
8 YD	182.73	305.14	427.52	514.85	628.37	741.78	80.80

Casters \$7.06 per month
Removal/Exchange/Delivery: \$25.00

Locking container \$1.41 per lift
Overloaded container \$25.00/yard

INDUSTRIAL ROLL OFF RATES

SIZE	TYPE	Delivery	Monthly Rental	Haul Rate (includes disposal)
20 YD	Open Top	90.00	105.00	350.00
30 YD	Open Top	90.00	105.00	425.00
40 YD	Open Top	90.00	105.00	500.00
30 YD	Compactor	Negotiable	Negotiable	514.00
35 YD	Compactor	Negotiable	Negotiable	580.00
40 YD	Compactor	Negotiable	Negotiable	646.00
42 YD	Compactor	Negotiable	Negotiable	673.00

Dry Run Fee: \$90.00

Removal Fee: \$90.00

Relocate: \$90.00

Washout \$175.00

FRANCHISE FEE PERCENTAGE: 15% Commercial & Residential, 10% Industrial

7.00 Temporary Water Service

Temporary use of the City's water service for a maximum of 10 days (does not include sewer or garbage service) - ~~\$38.00~~ **\$52.70**. This fee covers up to 2,000 gallons of water. Any amount over 2,000 gallons will be billed according to the rates set forth by city ordinance.



City Council Meeting Management Report

Meeting Date: 15 July 2024

Contact: Teddy May, Chief of Police

Phone: 972-921-4412

AGENDA ITEM:

Presentation and guidance regarding "Peddlers, Solicitors and Itinerant Merchants" ordinance:

1. Add definitions: public place, public property, public right of way, residence, roadway, and solicitation
2. Add section 28-31.1 Solicitation of Occupants of Vehicles on Public Roadways

BACKGROUND & FINDINGS:

We believe these additions will enhance public safety by reducing traffic dangers and driver inattention due to solicitors on and adjacent to our roadways (amended ordinance is attached with amendments highlighted).

FINANCIAL IMPACT:

None

RECOMMENDATION:

Recommend approval

MANAGEMENT REVIEW:

Teddy May, Chief of Police

Chapter 28

Peddlers, Solicitors and Itinerant Merchants

ARTICLE I IN GENERAL

§ 28-1 Definitions.

The following words, terms and phrases when used in this chapter shall have the meanings ascribed to them in this section except where context clearly indicates a different meaning:

Canvasser means a person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of:

- (1) Attempting to enlist support for or against a particular religion, philosophy, ideology, political party, issue or candidate, even if incidental to such purpose the canvasser accepts the donation of money for or against such cause, or
- (2) Distributing a handbill or flyer advertising a non-commercial event or service.

Handbill means any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original or copies of any manner.

Itinerant vendor or hawker means a person who sets up and operates a temporary business on privately owned property, whether improved or unimproved, in the city, soliciting, selling, or taking orders for, or offering to sell or take orders for any goods or services. A temporary business is one that continues for 45 days or less; and, exists whether solicitation is from a stand, vehicle, or freestanding.

Peddler means a person who attempts to make personal contact with a resident at his/her residence without prior specific invitation or appointment from the resident, for the primary purpose of attempting to sell a good or service. A "peddler" does not include a person who distributes handbills or flyers for a commercial purpose, advertising an event, activity, good or service that is offered to the resident for purchase at a location away from the residence or at a time different from the time of visit. Such a person is a "solicitor."

Public Place. Means any property open or devoted to public use.

Public Property. Means:

- (1) Any property open or devoted to public use or owned by the city; and
- (2) Any area dedicated to the public use for sidewalk, street, highway, or other transportation purposes, including, but not limited to, any curb, median, parkway, shoulder, sidewalk, alley, drive, or public right-of-way.

Public Right-of-Way. Means the area that is within ten (10) feet of the curbline. In absence of a curbline, the area within ten (10) feet of the shoulder of a road or highway. Right-of-way also includes the travel portion

of the roadway and all traffic medians.

Residence. Means any separate living unit occupied for residential purposes by one or more persons contained within any type of building or structure.

Roadway. Means the portion of a highway, other than the berm or shoulder, that is improved, designed, or ordinarily used for vehicular travel. If a highway includes at least two separate roadways, the term applies to each roadway separately.

Solicitor means a person who attempts to make personal contact with a resident at his or her residence without prior specific invitation or appointment from the resident, for the primary purpose of:

- (1) Attempting to obtain a donation to a particular patriotic, philanthropic, social service, welfare, benevolent, educational, civic, fraternal, charitable, political or religious purpose, even if incidental to such purpose there is the sale of some good or service, or
- (2) Distributing a handbill or flyer advertising a commercial event or service.

Solicitation or Soliciting or Solicited or Any Action Form of the Word "Solicit". Means the act of asking, begging, pleading or in any other such manner, communicate, whether orally, by written, and/or printed material, hand signing or by any other method, direct or implied, by an individual or group of individuals for the purpose of receiving or obtaining money, alms, gifts or items of value, real or intrinsic for said individual, for said group of individuals or a for-profit organization or a non-profit organization; individual; person or more than one person; organization; couple; family; relationship; joint venture; joint-stock company; partnership; club; company; corporation; business trust; establishment; religious institution or religion; association, or the like or chapter or affiliate thereof, for the purposes of giving, use, sustenance, purchase, barter or any other such form.

(2008 Code, sec. 112.01; Ordinance 2013-015, sec. 1, adopted 2/18/2013)

§ 28-2 through § 28-20. (Reserved)

ARTICLE II PERMIT

§ 28-21 Required.

No person shall act as a peddler, hawker, or solicitor within the city without first obtaining a permit in accordance with this chapter. A canvasser is not required to have a permit but any canvasser wanting a permit for the purpose of reassuring city residents of the canvasser's good faith shall be issued one upon request.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-22 Permit application.

- (a) Any person or organization (formal or informal) required or permitted to obtain a permit pursuant to section 28-21 may apply for one or more permits by completing an application form at the office of the city secretary containing the information detailed in section 28-23, during regular office hours.
- (b) The permit shall be issued promptly after application but in all cases within 30 days of completion of an application, unless it is determined within that time that:
 - (1) An investigation reveals that the applicant or the applicant's employer, principal or organization falsified information on the application;

- (2) Within ten years preceding the date of application, the applicant or the applicant's employer, principal or organization has pleaded guilty or nolo contendere to, or has been convicted of, a felony or misdemeanor fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property;
- (3) Within ten years preceding the date of application, a civil judgment or administrative decision involving fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property has been entered or ordered against the applicant or the applicant's employer, principal or organization;
- (4) The applicant provided no proof of authority to act on behalf of the employer, principal or organization;
- (5) The type of activity requires a bond, and the applicant or the applicant's employer, principal or organization has not complied with the bond requirements; or
- (6) The application does not contain the information or documents required by section 28-23.
- (c) The denial and the reasons for the denial shall be noted on the application, and the applicant shall be notified of the denial by notice mailed to the applicant and the applicant's employer, principal or organization at the address shown on the application or the last known address. The notice of denial shall be mailed within 30 days of the receipt of the application.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-23 Contents of application.

- (a) The applicant (person or organization) shall provide the following information for each permit requested:
 - (1) Name of applicant;
 - (2) Number of permits required;
 - (3) The name, physical description and photograph of each person for which a permit is requested. In lieu of this information, a driver's license, state identification card, passport, or other government-issued identification card (issued by a government within the United States) containing this information may be provided, and a photocopy taken. If a photograph is not supplied, the city will take an instant photograph of each person for which a permit is requested at the application site. The actual cost of the instant photograph will be paid by the applicant;
 - (4) The permanent and (if any) local address of the applicant;
 - (5) The permanent and (if any) local address of each person for whom a permit is requested;
 - (6) A brief description of the proposed activity related to this permit. (Copies of literature to be distributed may be substituted for this description at the option of the applicant);
 - (7) Date and place of birth for each person for whom a permit is requested;
 - (8) The motor vehicle make, model, year, color, and state license plate number of any vehicle which will be used by each person for whom a permit is requested;
 - (9) The name of the immediate last preceding three municipalities in which the applicant conducted similar activities;
 - (10) The approximate time period within which the activity is to be made, stating the date of the beginning of

the activity, its projected conclusion and the proposed dates and times of the activity;

- (11) Whether the applicant, upon any order obtained, will demand, accept or receive payment or the deposit of money in advance of final delivery, and if so, a copy of the bond required by section 28-25;
 - (12) If the applicant, or the applicant's employer or principal has pleaded guilty, or nolo contendere to, or has been convicted of a felony or misdemeanor involving fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property within ten years preceding the date of application, a description of each such conviction or plea, the name of the court and jurisdiction in which the complaint or indictment was filed and the date of the offense;
 - (13) If the applicant, or the applicant's employer or principal is a person against whom a civil judgment or administrative decision based upon fraud, deceit, theft, embezzlement, burglary, larceny, fraudulent conversion, misrepresentation, or misappropriation of property has been entered or ordered within ten years preceding the date of application, a description of any judgment or action, the case or cause number, if any, and the court or administrative agency that rendered the judgment or decision; and
 - (14) If the activity is to be conducted on behalf of a non-profit organization, proof of such status shall be attached to the application.
- (b) If a permit is requested for a peddler:
- (1) The name and permanent address of the business offering the event, activity, good or service (i.e., the peddler's principal);
 - (2) A copy of the principal's sales tax license as issued by the state, provided that no copy of a sales tax license shall be required of any business which appears on the city's annual report of sales tax payees as provided by the state comptroller's office; and
 - (3) The location where books and records are kept of sales which occur within the city and which are available for city inspection to determine that all city sales taxes have been paid.
- (c) If a permit is requested for a solicitor or canvasser:
- (1) The name and permanent address of the organization, person, or group for whom donations (or proceeds) are accepted; and
 - (2) The web address for this organization, person, or group (or other address) where residents having subsequent questions can go for more information.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-24 Investigation of applicant.

- (a) It shall be the duty of the city secretary to investigate each person that has made an application for a permit.
- (b) Upon completion of the investigation, the city secretary shall issue or refuse to issue a permit. All permits issued shall be valid for a period of one-year, unless revoked sooner.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-25 Bond.

- (a) Applicants who require cash deposits or advance payments for future delivery of goods or for services to be performed in the future or who require an agreement to finance the sale of goods for future

delivery or for services to be performed in the future, shall furnish to the city a bond with the application in the amount determined in subsection (b), signed by the applicant and a surety company authorized to do business in the state:

- (1) Conditioned upon the final delivery of goods or services in accordance with the terms of any order obtained;
 - (2) To indemnify purchasers for defects in material or workmanship that may exist in the goods sold and that are discovered within 30 days after delivery; and
 - (3) For the use and benefit of persons, firms, or corporations that may make a purchase or give an order to the principal of the bond or to the agent or employee of the principal of the bond.
- (b) Such bond shall be in the sum as currently established or as hereafter adopted by resolution of the city council from time to time and shall remain in full force and effect for the entire duration of the permit.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-26 Fee.

- (a) The fee for the issuance of each permit shall be:
- (1) For a peddler acting on behalf of a merchant a fee of \$75.00 with more agents, in addition will be \$10.00 for each agent.
 - (2) For a canvasser requesting a permit, no fee shall be charged.
- (b) A non-profit organization or a solicitor acting on behalf of a non-profit organization is exempt from payment of the application fee and the bond requirement set forth in section 28-25.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-27 Revocation of permit.

A permit issued pursuant to this chapter may be revoked or suspended by the city secretary, after notice and hearing, for any of the following reasons:

- (1) Fraud, misrepresentation, or false statement contained in the application for a permit;
- (2) Fraud, misrepresentation, or false statement made by a peddler, hawker, or solicitor in the course of conducting his activities;
- (3) A plea or conviction of a crime described in section 28-23(12);
- (4) A judgment involving a matter described in section 28-23(13);
- (5) The type of activity requires a bond, and the bond requirements have not been complied with or the bond has expired or is no longer valid; or
- (6) A violation of any of the regulations set forth in this chapter.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-28 Appeals.

- (a) A person who is denied a permit or whose permit is revoked or suspended by the city secretary may appeal the decision to the municipal court by filing notice of appeal with the clerk of the municipal court

within ten days after the notice of the decision is mailed to the address indicated on the application or the last known address.

- (b) Within ten days of the receipt of the notice of appeal, the clerk of the municipal court shall set a time and place for a hearing on the appeal which shall be not later than 40 days from the date of receipt of the notice of appeal.
- (c) Notice of the time and place of the hearing shall be delivered to the person by mail, sent to the address indicated on the application or the last known address of the appellant.
- (d) The decision of the municipal court on the appeal is final. No other administrative procedures are provided by the city.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-29 Permit must be displayed.

- (a) The permit shall be worn constantly in a conspicuous place by the permit holder while conducting peddler, hawker, or solicitor activities in the city. A person commits an offense if the person engages in peddler, hawker, or solicitor activities and fails or refuses to show or display the permit upon the request of any person.
- (b) A permit shall be used only by the peddler, hawker, solicitor, or canvasser for whom it was issued and may not be transferred to another person. A person commits an offense if the person wears or displays a permit issued to another person.
- (c) A person who uses a vehicle in conducting peddler or solicitor activities shall post a sign located in a conspicuous place on or in the window of the vehicle, identifying the name of the person, company or organization that the person represents. If the name is an individual person, it must be followed by the word "solicitor." The lettering on the sign must be at least two and one-half inches high. A person commits an offense if the person violates this subsection.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-30 General regulations.

- (a) A person commits an offense if the person acts as a peddler, hawker, or solicitor at a residence:
 - (1) Before 8:00 a.m. or 30 minutes after sunrise, whichever is later; or
 - (2) After dark or 8:00 p.m., whichever is earlier on a given day.
- (b) A person commits an offense if the person acts as a peddler, hawker, solicitor, or canvasser at a premises with a posted notice that such activity is not welcomed or invited. It shall be presumed that there is notice that peddler, hawker, solicitor or canvasser activity is not welcomed or invited when there is exhibited in a conspicuous place on or near the main entrance of the premises, a sign, not less than four inches by three inches in size, containing the words "NO SOLICITORS," "NO TRESPASSING," or words of similar meaning in letters not less than two-thirds of one-inch in height.
- (c) A person who is not the owner or tenant of a premises commits an offense if the person removes, defaces or otherwise renders illegible a sign placed by the owner or tenant of the premises pursuant to subsection (b).
- (d) A person commits an offense if the person acts as a peddler, hawker, solicitor, or canvasser and remains or lingers on premises after being informed by the owner or tenant that they are not welcome.

- (e) A person commits an offense if the person acts as a peddler, hawker, solicitor, or canvasser in an aggressive or intimidating manner. The term "aggressive or intimidating manner" means:
 - (1) Blocking the path of a person who is the object of the activity; or
 - (2) Following behind, ahead or alongside a person who walks away from the solicitor after being solicited, approached, accosted or offered a handbill, leaflet or any other item.
- (f) A person commits an offense if the person acts as a peddler, hawker, solicitor, or canvasser and distributes, deposits, places, throws, scatters, or casts a handbill at a residence except by:
 - (1) Handing or transmitting the handbill directly to the owner or occupant then present in or upon the premises; or
 - (2) Without using adhesive or tape, placing or depositing the handbill in a manner that secures the handbill and prevents it from being blown away, except that mailboxes may not be used when the use is prohibited by federal postal laws or regulations.
- (g) A person commits an offense if the person secures a handbill at a residence in the manner described by subsection (f)(2):
 - (1) In a place that is more than five feet from the front door of the residence; or
 - (2) When another handbill has already been left or secured at the residence and has not been removed from the outside of the residence.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-31 Solicitation from a vehicle.

- (a) A person commits an offense if the person acts as a peddler, hawker, or solicitor using a vehicle and:
 - (1) The peddling, hawking, or solicitation is conducted at a location within the right of way of any street or highway in the city which is designated as a highway or freeway, major or minor arterial on the city's thoroughfare plan; or
 - (2) The person stops the vehicle within a roadway to conduct business before the vehicle has been approached, called, or waived down by a prospective customer.
- (b) A person commits an offense if the person acts as a peddler, hawker, or solicitor using a vehicle upon any street or highway within the city in a manner that blocks or impedes access to or from any alley, street or driveway, or impedes the flow of traffic on any public street or highway.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-31.1 Solicitation to Occupants of Vehicles on Public Roadways.

- (a) A person commits an offense if, while occupying any public property adjacent to any public roadway in the city, he knowingly conducts a solicitation directed to, or intended to attract the attention of, the occupant of any vehicle stopped or traveling on the roadway. An offense occurs when the solicitation is made, whether or not an actual employment relationship is created, a transaction is completed, or an exchange of money, goods, or services takes place.
- (b) It is a defense to prosecution under subsection (a) that the person was:
 - (1) Summoning for aid or requesting assistance in an emergency situation; or

(2) A law enforcement officer in the performance of official duties.

§ 28-32 Revocation by municipal court judge.

A municipal court judge, in addition to imposing a fine for violation of any provision of this chapter, may institute proceedings to suspend or revoke the permit of a person if the person is required by law to obtain a permit from the city and the judge finds the person guilty of violating a city ordinance relating to peddlers, solicitors or itinerant merchants.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-33 Penalty.

- (a) Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not more than \$500.00 for each offense. Each attempted or completed act as a peddler, hawker, solicitor, or canvasser shall constitute a separate and distinct offense.
- (b) In case of any willful violation of any of the terms and provisions of this chapter, the city, in addition to imposing the penalties provided in subsection (a), may institute any appropriate action or proceeding in any court having proper jurisdiction, to restrain, correct or abate such violations; and the definition of any violation as a misdemeanor shall not preclude the city from invoking the civil remedies given it by the laws of the state.
- (c) The court trying a civil or criminal cause under subsections (a) or (b) shall have the right and power upon judgment or conviction of any person for violation of any of the provisions of this chapter to decree and to make as a part of the judgment or conviction in such cause the forfeiture of the permit required by this chapter. When a permit is forfeited in this manner, no further permit shall be issued to that person for one-year from the date of judgment or conviction.

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)

§ 28-34 Exemptions.

- (a) This chapter does not apply to:
 - (1) The activity of a person with an appointment calling upon or dealing with manufacturers, wholesalers, distributors, brokers or retailers at their place of business and in the usual course of business;
 - (2) The activity of a person acting at the request or invitation of the owner or occupant of a residence;
 - (3) Sales made under the authority of and by judicial order; or
 - (4) The activity of a government employee acting within the course and scope of their official duties serving, delivering or posting official notices including notices of code violations, water restrictions, utility outages, burn bans, special event impacts or security issues.
- (b) It shall be an affirmative defense to prosecution for any offense under this chapter that the activity of the defendant is listed in subsection (a).

(Ordinance 2013-015, sec. 2, adopted 2/18/2013)



City Council Meeting Management Report

Meeting Date: July 15, 2024

Contact: Laura Cox, Chief Financial Officer

AGENDA ITEM:

Consideration and action to allow the City Manager to execute an agreement between the City of Alvarado and InfoSend for outsourced water billing services.

BACKGROUND & FINDINGS:

The City presently produces all water billing statements in-house. We propose to outsource this function to a third-party, saving both time for water billing clerks that can be better spent on serving customers as well as costs for paper, copier charges, envelopes, postage, and a monthly charge for an inserter that would no longer be necessary. This practice is common in the city utility billing industry.

FINANCIAL IMPACT:

The explicit costs related to ink, paper, postage and printer usage are anticipated to be approximately the same as those being currently incurred by processing the water billing statements in-house. The opportunity savings, which are difficult to measure, will have a positive impact on the productivity of the Utility Billing office by relieving an estimated 11 hours per month for staff to work on other projects and tasks. The estimated salary and benefits value of the estimated 11 hours is \$3,700 per year.

RECOMMENDATION:

Staff recommends City Council approve this item authorizing the City Manager to execute the agreement between the City of Alvarado and InfoSend.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

1. InfoSend Master Service Agreement (including Exhibits A through C)

InfoSend Master Service Agreement

This Master Service Agreement (“**Agreement**”) is entered into on _____ (the “**Effective Date**”) by and between the City of Alvarado, Texas, a municipal corporation, having its main office at 104 West College Street, Alvarado, Texas 76009 (“**Client**”) and InfoSend, Inc., a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 (“**InfoSend**”). Client and InfoSend are collectively referred to herein as the “parties” and individually as a “party.”

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 “Affiliate” means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 “Agreement” shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 “Client Data” shall refer to all Client-supplied computer data files that contain personally identifiable information.

1.4 “Services” shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 “System” shall include all InfoSend hosted data and software applications.

1.6 “User(s)” shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A (“Scope of InfoSend Primary Services”) to this Agreement at the price set forth in Exhibit B (“InfoSend Fees”). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client

shall purchase such services in accordance with the provisions of Exhibit C (“Professional Services”) of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the “License”).

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards, and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive two (2) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service

or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Termination for Non-Appropriation

This Agreement is subject to Client's annual appropriation of public funding budgeted for the specific purposes of the Agreement in accordance with the Client's Charter and Texas law. Client may terminate this Agreement with fifteen (15) days' written notice if its governing body declines to fund this Agreement in a future budget. Upon Termination for Non-Appropriation, Client will be responsible only for cost incurred to that point and will not be responsible for Discontinuance Fees.

5.4 Termination for Convenience

Either party may terminate this Agreement for its convenience at its sole discretion by providing thirty (30) days prior written notice of termination, effective immediately after such notice. Upon termination of this Agreement, Client will immediately cease all use of Services.

5.5 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.6 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes

Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a Discontinuance Fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The Discontinuance Fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the Discontinuance Fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

Because of the impractical or extreme difficulty in ascertaining the actual damages to Client that would result from a termination of this Agreement prior to the expiration of the then-current terms, InfoSend shall pay Client the Discontinuance Fee stated above in the event that (i) InfoSend terminates this Agreement without cause prior to expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by InfoSend prior to the expiration of the then-current term.

5.7 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs greater than 25% in total or significant decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to

perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with **Exhibit B (InfoSend Fees)**. Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend. Client shall pay amounts due in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

Interest, collections, and penalties related to overdue payment shall be governed by Subchapter B of Texas Gov't Code Ch. 2251.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's Accounting staff will notify Client in writing fifteen (15) business days before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:

C/O (Department): _____

Address: _____

To InfoSend:

C/O: President

Address: 4240 E. La Palma Avenue

Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition,

technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

Notwithstanding any other provision to the contrary in the Agreement, all information, documents, feedback, and communications relating to the Agreement (including the Agreement itself) shall be subject to the Texas Public Information Act ("TPIA") and the Texas Records Retention Acts and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the TPIA.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver,

down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. .

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount \$1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of \$5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a \$5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the State of Texas without regard to the choice or conflicts of law provisions of any jurisdiction. If legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Johnson County, Texas.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect for a period of five (5) years.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of InfoSend Primary Services

Exhibit B: InfoSend Fees

Exhibit C: Professional Services

[SIGNATURE PAGE FOLLOWS]

Agreement is entered into by and between:

Client:

By: _____
Name: _____
Title: _____
Date: _____

InfoSend:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Alvarado, Texas (“**Client**”). Client and InfoSend are collectively referred to herein as the “**parties**” and individually as a “**party**.” This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client’s customers (“**Users**”) to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend’s Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

☒	Data Processing, Printing and Mailing Service (“DPPM Service”): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
☐	eBusiness Services (the “eBusiness Services”): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format unless format change is requested by InfoSend. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned “Job Code”.
- InfoSend will process the mailing addresses and perform the following functions:
 - Apply CASS-certified address validation
 - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
 - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend’s system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.
- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Alvarado, Texas (“**Client**”). Client and InfoSend are collectively referred to herein as the “**parties**” and individually as a “**party**.” This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees at the beginning of a new term to account for increases in the cost of materials, labor, and other overhead. Term to term increases shall not exceed ten percent (10%). The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days’ written notice to Client, in the event of extraordinary increases to the cost of paper greater than twenty-five percent (25%).

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client’s actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, parties reserve the right to terminate this Agreement with one hundred and eighty (180) days’ notice.

Section 2. Client Representations

Client Volume Representations
<u>Customers Contacted or Billed Monthly</u> -2,000 Statements -400 Notices <u>Number of Batches Monthly</u> -One (1)

Section 3. DPPM Fees:

Document Production Summary	
Statements & Notices Package includes: Data processing, one printed page up to 2/2 ink, InfoSend outgoing #10 envelope, InfoSend #9 return envelope	\$0.16 per document

Finished mail pieces are delivered to the USPS **within one (1) business day**. If electronic PDF samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 1:30PM local time at the production facility designated for your account. If samples are required then they must be approved by 3:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on “Client Volume Assumptions” listed and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	\$0.00 (Waived during initial install)
Setup Fee – Data Only Input Files	\$0.00 (Waived during initial install)
Document Re-Design Fee	\$0.00 (Waived during initial install)
Data Processing Fee (per document)	\$0.01

Printing and Mailing Service	
Statement and Notices - Printing & Mailing Fee with up to 2/2 Ink	\$0.092
USPS Postage	Pass-through A postage deposit will be required prior to starting service.
Print Color Options (colors per side) *	\$0.092 for up to 2/2 printing \$0.097 for up to 4/1 printing
Inline Insert Print Fee*	\$0.092 Black printing \$0.097 Color printing
Batch Fee (per mailing batch under 200 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates – per “hit” (address that gets updated)	\$0.30 NCOA \$0.30 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment. The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.	

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	\$0.015
Standard Double Window Outgoing #10 Envelope	\$0.023
Standard Single Window Return #9 Envelope	\$0.020
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.010
Inserting Fee Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is \$0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	\$0.010 per insert

Optional Document Services	
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.010 - For 12 Months of Retention \$0.015 - For 18 Months of Retention \$0.020 - For 24 Months of Retention \$0.025 - For 36 Months of Retention
Print Image Archive API Monthly Support Fee	Waived
Final Doc Transfer (FDT)	\$0.010 per image InfoSend Batch File \$0.016 per image Custom File Format
Bill Suppression	\$0.00

Professional Services Rate (per hour)	\$150.00
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason provided InfoSend makes reasonable bulk purchases of said supplies. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

2,400 mail pieces per month x \$0.545 x 2 = \$2,616.00

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Section 4. eBusiness Service Fees:

Not Applicable

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:

InfoSend's internal costs to complete the project is higher than the Setup fees given. InfoSend has subsidized these fees by factoring in years of service given the term of the Agreement. Should Client cancel the project or terminate the Agreement at its convenience less than one (1) year from the Effective Date then it must pay according to the below:

- **DPPM Setup Fee:** 100% of Setup fees quoted or listed as "Waived" in the pricing exhibit.
- **EBPP Setup Fee:** Not Applicable

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the “**Agreement**”) between InfoSend, Inc. (“**InfoSend**”) and the City of Alvarado, Texas (“**Client**”). Client and InfoSend are collectively referred to herein as the “**parties**” and individually as a “**party**.” This Exhibit C provides InfoSend’s Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every term to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on term to term basis, starting with the first Renewal Term. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend’s system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client’s data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is \$150.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work. Acceptance must be in writing.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.
- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client’s requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced monthly for the hours spent on the project. InfoSend must seek written approval for any hours in excess of twenty percent (20%) the estimated number prior to continuing.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.



City Council Meeting Management Report

Meeting Date: July 15, 2024

Contact: Donielle Suber, Administrative Services Director

Phone: 817-790-3351, ext. 116

AGENDA ITEM: Presentation on the City of Alvarado's Council Chamber wall façade.

BACKGROUND AND FINDINGS: Staff is interested in a façade change to the wall directly behind the Council dais.

FINANCIAL IMPACT: N/A

MANAGEMENT REVIEW: N/A

ATTACHMENTS: N/A



City Council Meeting Management Report

Meeting Date: July 15, 2024

Contact: Jules Rosen, Events Manager

Phone: 682-413-3453

AGENDA ITEM: Presentation to discuss the digital musical instrument, carillon

BACKGROUND AND FINDINGS:

Carillons are devices used by churches, universities, and municipalities throughout Texas to produce the joyful noise of a bell tower without the bell tower. Electronic carillons utilize recorded chimes and powerful speakers to imbue the warmth, rhythm, and beauty that a traditional bell tower provides.

Acquiring a carillon and giving Alvarado's citizens the gift of her joyful noise is a beautiful and practical way to honor Alvarado's history and develop feelings of community and modernity on our town square.

Other organizations and towns throughout DFW – among them, the City of Arlington; Texas Christian University; the Garland, Texas Downtown DART Terminal; and churches including Cahill United Methodist Church here in Alvarado – use electronic carillons, and all listed have sourced their carillons through The Verdin Company, which has been the premiere heritage carillon company since 1842.

Downtown Alvarado is a hub for community spirit. As we grow, maintaining our downtown's charm and character requires strategic investments in culture-building. Purchasing a carillon now - in anticipation of the Christmas season and before inflation raises prices - is a wise investment in strengthening our 'little big town'.

FINANCIAL IMPACT:

\$22,000.00

MANAGEMENT REVIEW: N/A

ATTACHMENTS: N/A



CARILLON PURCHASE PROPOSAL

MONDAY, JULY 15, 2024

Paul DeBuff, City Manager
Donielle Suber, Administrative Services Director
Jules Vincent Rosen, Events Manager



CARILLONS — BACKGROUND

Carillons are devices used by churches, universities, and municipalities throughout Texas to produce the joyful noise of a bell tower without the bell tower.

Electronic carillons utilize recorded chimes and powerful speakers to imbue the warmth, rhythm, and beauty that a traditional bell tower provides.

Acquiring a carillon and giving Alvarado's citizens the gift of her joyful noise is a beautiful and practical way to honor Alvarado's history and develop feelings of community and modernity on our town square.

ORGANIZATIONS THAT ALREADY USE CARILLONS





VERDIN ADAGIO

Mid-range option: ~\$14,000

- Can connect to ethernet via LAN connection
- 7" touch screen
- Free app allows user to control it from any location with Wi-Fi
- Ability to add additional music
- Used by many DFW churches and the Garland DART Station



SCHULMERICH CLASSIC

Premiere option: ~\$16,000 plus optional add-on alert system for ~\$5,000

- All Adagio features, plus
- Advanced digital sampling technology, with every note of every bell voice recorded fully (from start to decay) as in a true cast-bell carillon
- 15" touch screen
- Entire music library of over 7,800 selections
- Used by several Texas cities and universities



REQUEST:

PRODUCT

The Schulmerich Classic, plus add-on for alert sound capabilities

VENDOR

The Verdin Company, a leading carillon provider since 1842

FINANCIAL IMPACT

Request of \$22,000 to fund the best carillon for our needs



City Council Meeting Management Report

Meeting Date: July 15, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Public hearing, consideration and action on an ordinance of the City of Alvarado, Texas, amending Article V, "Solid Waste Collection and Disposal," of Chapter 40, "Utilities," of the Code of Ordinances, City of Alvarado, Texas, to comport with the Municipal Waste Management Agreement regarding acceptable containers, placement of containers, collection of brush, and required participation in the recycling program for all subscribers except for qualifying senior citizens.

BACKGROUND & FINDINGS:

The City previously adopted regulations regarding solid waste collection on August 20, 2007. It is in the best interest of the health, safety, and welfare of the citizens of Alvarado to amend its solid waste collection regulations to comport with the agreement with Republic Services. Among the included changes, is clearer language prohibiting commercial-type containers at single-family and two-family residential properties. Also, provision is provided to clarify that during construction, construction contractors are to use containers provided by the City or the City's contractor per the City's Municipal Waste Management Agreement.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

Approve Ordinance No. 2024-0012, an amendment to the Solid Waste Collection and Disposal ordinance.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Draft Ordinance No. 2024-0012

ORDINANCE NO. 2024-0012

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING ARTICLE IV, “SOLID WASTE COLLECTION AND DISPOSAL,” OF CHAPTER 40, “UTILITIES,” OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, TO COMPORT WITH THE MUNICIPAL WASTE MANAGEMENT AGREEMENT REGARDING ACCEPTABLE CONTAINERS, PLACEMENT OF CONTAINERS, COLLECTION OF BRUSH, AND REQUIRED PARTICIPATION IN THE RECYCLING PROGRAM FOR ALL SUBSCRIBERS EXCEPT FOR QUALIFYING SENIOR CITIZENS; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City previously adopted regulations regarding solid waste collection; and

WHEREAS, the City entered into a Municipal Materials Management Agreement with Allied Waste Systems, Inc. d/b/a Republic Services of Itasca (“Republic”) to aid in carrying out the City’s regulations regarding solid waste collection; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Alvarado to amend its solid waste collection regulations to comport with the agreement with Republic as set forth herein.

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

SECTION 1. Section 40-241, “Definitions,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended by revising the definition of “Brush,” deleting the definition of “Disposable container,” and adding the definition of “Container” to be inserted alphabetically, to read as follows:

“* * *

Brush means tree and shrub trimmings which are not easily placed in the container.

Container(s) means the container provided by the city or its contractor for garbage collection.

Notwithstanding anything to the contrary herein, commercial-type containers, such as garbage dumpsters, bins, or rolloff containers, shall not be provided for single-family and two-family residential subscriptions.

* * *

SECTION 2. Section 40-242, “Container required,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended to read as follows:

“§ 40-242 Container required.

- (a) Except as provided in section 40-254 of this article, it shall be the duty of every owner, agent, lessee, tenant, or occupant of any premises in the city to use containers provided by the city or its contractor.
- (b) Any container that is in disrepair shall be replaced within the earlier of 72 hours of discovery of same or 72 hours of written notification of same to the owner or occupant of the premises by the city.
- (c) Every customer shall keep all such containers in use securely closed in such a manner as to prevent the scattering of the contents and to make them inaccessible to insects, rodents, and other animals.
- (d) When not placed for collection, containers shall be stored at the premises in a secure place. The containers shall be stored so as not to be visible to a person standing in front of the premises.”

SECTION 3. Section 40-243, “Placement of containers,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended to read as follows:

“§ 40-243 Placement of containers.

It shall be the duty of each residential customer to place the container or brush, in excess of four feet in length or that weighs over 35 pounds, at curbside as close to the curbside as practicable without interfering with or endangering the movement of vehicles or pedestrians. The following shall apply to the placement of such garbage and trash:

- (1) Containers, garbage and other refuse shall be placed at curbside on the street bearing the customer's address in such a manner as to prevent such trash from being scattered.
- (2) Containers, garbage and other refuse shall not be placed at curbside more than 12 hours prior to the day of pickup. All containers shall be placed at the foregoing

prescribed locations not later than 7:30 a.m. on the day of scheduled collection, if they are to be picked up.

- (3) All garbage or trash mixed with water or other liquids shall be drained before being placed into a container.”

SECTION 4. Section 40-244, “Collection of brush,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended to read as follows:

“§ 40-244 Collection of brush.

If any brush cannot be placed in a container, it shall be cut in lengths not to exceed four feet, shall either be bundled or bagged, and not exceed 35 pounds. Normal brush and trash pickup will not take brush or trash occupying more than 64 cubic feet whether loose or in bags. All vines and thorny bushes shall be placed in containers and no item shall weigh more than 35 pounds. A customer may receive a special pickup upon request for an additional charge, depending on the quantity of material to be removed.”

SECTION 5. Section 40-249, “Prohibited acts,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended by adding:

“§ 40-249 Prohibited acts.

(f) It shall be unlawful for any person to subscribe to a commercial-type container, such as garbage dumpsters, bins, or rolloff containers, at a single-family and two-family residential property.

(g) It shall be unlawful for any owner or person otherwise in charge of building operations, rock waste, building materials, or other refuse resulting from building or remodeling operations or resulting from a general cleanup of vacant or improved property within the city to cause all garbage and trash accumulated on the premises to be placed in any container, or commercial-type container other than that provided by the city or any agent or contractor of the city.

SECTION 6. Section 40-250, “Nonresidential customers; container types; collection schedules,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended to read as follows:

“§ 40-250 Nonresidential customers; container types; collection schedules.

(a) It shall be the duty of the owner or person otherwise in charge of multifamily, institutional, or industrial premises within the city to cause all garbage and trash accumulated on the premises to be placed in containers, or commercial-type containers. Commercial-type containers may be used and may be placed at a location on the premises as arranged between the customer and the collector, but subject to review by the city at any time.

- (b) Containers shall be placed at a location on the premises which is readily accessible to the collector.
- (c) The amount and character of garbage shall be considered in establishing size of commercial containers and frequency of pickup. The city shall have final authority to establish such size and frequency based on the history of amount and type of garbage generated by the customer. The collection and removal of garbage and trash from premises used for commercial, institutional, or industrial purposes shall be made as often as necessary in order to maintain the premises free of such accumulations. Garbage, except dry trash in containers, shall be collected not less than one time each week, except for roll-off containers which shall not be subject to this provision so long as they are used solely for brush and dry trash.
- (d) An owner or person otherwise in charge of multifamily, commercial, institutional, or industrial premises that elects to place garbage and trash in a commercial-type container in accordance with this section, shall be required to use a city or city contractor supplied container. Customer or other third party-owned commercial-type containers shall not be permitted. For the purposes of this section a commercial-type container shall include, but not be limited to, a garbage dumpster, bin, or rolloff.”

SECTION 7. Section 40-254, “Subscription required,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended to read as follows:

“§ 40-254 Subscription required.

- (a) Any person who subscribes to water from the city shall also subscribe to sewer, garbage, and recycling removal.
- (b) Garbage and recycling removal service shall be provided by an independent contractor. Subscription to such garbage and recycling removal service shall not be required in the following circumstances:
 - (1) Where a person has complied with the provisions of section 40-285(3) regarding temporary discontinuation of garbage and recycling collection service; or
 - (2) Senior citizens who have applied for and qualified to opt out of residential recycle collection.

Subscription to city sewer service shall not be required in areas where such service is not made available by the city.”

SECTION 8. Section 40-257, “Meddling with trash receptacles prohibited,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended to read as follows:

“§ 40-257 Meddling with containers prohibited.

It shall be unlawful to meddle with garbage cans, trash, or rubbish containers or in any way pilfer, search, or scatter contents of such garbage or rubbish containers in or upon any street or alley within the city limits.”

SECTION 9. Section 40-258, “Containers to be kept sanitary,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended to read as follows:

“§ 40-258 Containers to be kept sanitary.

All containers shall be kept clean and free from accumulation of any substance remaining attached to the inside of the container which would attract or breed flies, mosquitoes, or other insects. The area surrounding garbage containers shall be maintained in a clean and sanitary condition. The contents of all containers shall be protected so that the wind cannot scatter the contents over the streets, alleys, or other property within the city.”

SECTION 10. Section 40-259, “Removal of Building Materials and Other Special Types of Waste Materials,” of Article IV, “Solid Waste Collection and Disposal,” of Chapter 40, “Utilities,” of the Code or Ordinances, City of Alvarado, Texas, is amended to read as follows:

“§ 40-259 Removal of building materials and other special types of waste materials.

- (a) It shall be the duty of the owner or person otherwise in charge of building operations, rock waste, building materials, or other refuse resulting from building or remodeling operations or resulting from a general cleanup of vacant or improved property within the city to cause all garbage and trash accumulated on the premises to be placed in containers, or commercial-type containers for disposal by the city or any agent or contractor of the city. Commercial-type containers may be used and may be placed at a location on the premises as arranged between the customer and the collector, but subject to review by the city at any time.
- (b) Manure from cow lots, horse stables, poultry yards, pigeon lofts, and waste oils from garages or automobile service stations shall be disposed of at the expense of the party responsible in the manner and by the method prescribed by the director of public works.
- (c) Places of wholesale accumulations such as packing houses, killing and dressing plants for fowl, wholesale fruit, and vegetable houses and storage, business houses, and other places where the daily accumulations of garbage, trash, and rubbish is more than the ordinary quantities, are not included in the service furnished by the city and are required to notify the director of public works, who shall direct the disposal of such accumulation in a satisfactory manner.”

SECTION 11. This Ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances, City of Alvarado, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 12. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and section of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 13. Any person, firm or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with Section 1-12, Code of Ordinances, City of Alvarado, Texas. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION 14. All rights and remedies of the City are expressly saved as to any and all violations of the provisions of the Code of Ordinances, City of Alvarado, Texas, as amended, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 15. The City Secretary of the City of Alvarado is directed to publish the caption and penalty clause of this Ordinance to the extent required by law.

SECTION 16. This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND SO IT IS ORDAINED.

Passed on this the 15th day of July, 2024 by a vote of _____ to _____.

ATTEST:

CITY OF ALVARADO

Beth A. Walls, City Secretary

Jacob Wheat, Mayor



City Council Meeting Management Report

Meeting Date: July 15, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Consideration and action on the application of Chris Wall with JBI Partners, Inc. on behalf of GRBK Edgewood LLC & Century Land Holdings of Texas, LLC for the Lone Oak Addition Phase 1 final plat on 70.219 acres known as tracts and portions of tracts out of the James B. Conger Survey, A-150, and the George S. McIntosh Survey, A-625, approximately addressed at 825 and 1029 CR 607.

BACKGROUND & FINDINGS:

The final plat application was submitted and deemed administratively complete on April 22, 2024. Per Section 34-36.d of the Alvarado subdivision ordinance, the City Council shall:

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

On May 16 and June 13, 2024, the Planning and Zoning Commission recommended disapproval to City Council, and on May 20 and June 17, 2024, the City Council disapproved the Lone Oak Addition Phase 1 final plat. The applicant resubmitted the final plat on June 28, 2024, and the P&Z and City Council triggering action on the plat within 15 days of this resubmittal per state statutes; however the applicant has provided a letter tabling City Council action to July 15, 2024.

The Future Lane Use (FLU) map within the Alvarado Comprehensive Plan designates the subject site for Low Density Residential. The proposed plat is consistent with the City's FLU map.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On July 11, 2024, the Planning and Zoning Commission by a vote of 5 0 recommended City Council disapproval due to no Johnson County Special Utility District (JCSUD) approval being provided on official letterhead that clearly states adequate water pressure is available to phase 1 of the Lone Oak Addition.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Application
Location Map
Final Plat
Applicant's Tabling of Plat to 7/15/24
P&Z Recommendation Letter
Subdivision Construction Plans (available upon request)



PLAT APPLICATION

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

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

Type of Plat

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

Title of Plat LONE OAK PHASE 1

257 SF RESIDENTIAL
5 OPEN SPACE
1 AMENITY CENTER
1 FIRE STATION

Total Lots _____ Total Acres 70.219 Current Zoning PD

Subdivision Name LONE OAK Lots 1,657 Block(s) BLOCKS (A THROUGH TT)

Survey Name(s) JAMES B CONGER SURVEY
DAVID MITCHELL SURVEY
GEORGE S. MCINTOSH SURVEY
JAMES NICHOLSON SURVEY Abstract No.(s) ABSTRACT NO. 150
ABSTRACT NO. 586
ABSTRACT NO. 625
ABSTRACT NO. 107 Pract(s) _____

Address/Location 1029 CR 607 ALVARADO, TEXAS 76009

Applicant

Company or Name JB PARTNERS, INC

Contact Name CHRIS WALL

Address 2121 MIDWAY ROAD,
SUITE 300 City CARROLLTON State TX Zip 75006

Telephone 972-738-0212 Email CWALL@JBIPARTNERS.COM

Owner (If Different)

Company or Name GRBK EDGEWOOD LLC & CENTURY LAND HOLDINGS OF TEXAS, LLC

Contact Name BOBBY SAMUEL

Address 5501 HEADQUARTERS DRIVE,
SUITE 300W City PLANO State TX Zip 75024

Telephone 817-658-2112 Email BSAMUEL@GREENBRICKPARTNERS.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.

38
Signature of Applicant, Owner, or Authorized Agent

4/22/2024
Date

Planning Official

Fee: \$

Date of P&Z Meeting

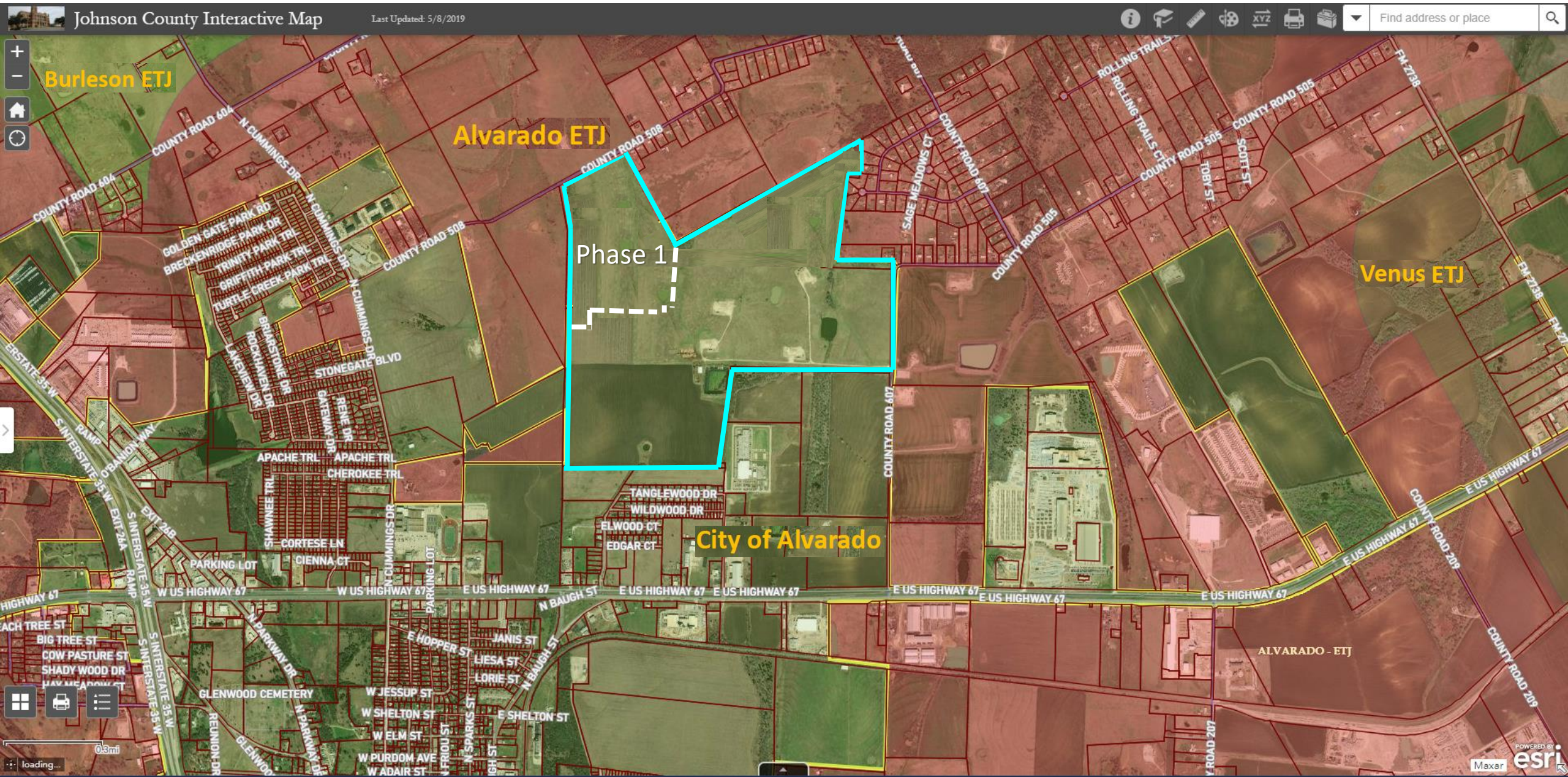
Date of Council Meeting

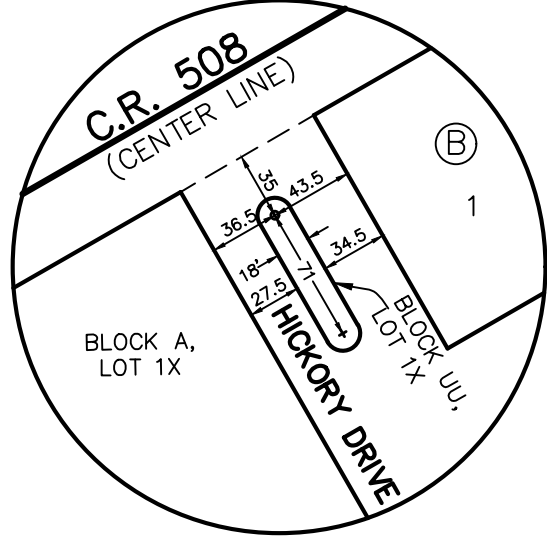
Signature of Planning Official

Received By

Date Received

Date Approved





DETAIL "A"

INDIE CATCH, LLC
INST. NO. 2022-36624
CALLED 164.656 AC.

COUNTY ROAD NO. 508
(CENTER LINE OF C.R. NO. 508)
40' R.O.W. DEDICATION
(BY THIS PLAT)

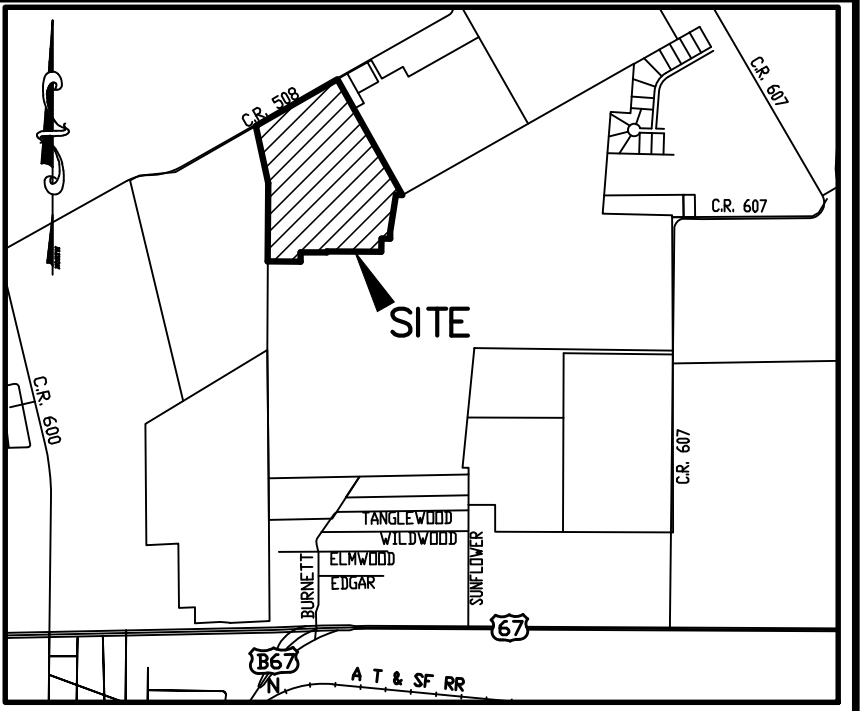
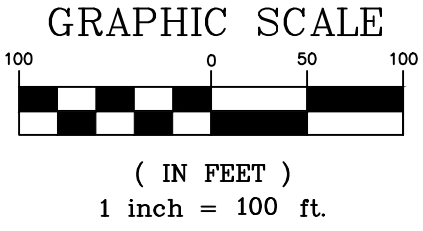
FIRE STATION LOT
LOT 11X, BLOCK B
(2.483 ACRES)

SMIA INVESTMENTS, LLC
INST. NO. 2018-5552
CALLED 1.519 AC.

NAVA LEGACY 49 LLC
INST. NO. 2019-34549
D.R.J.C.T.
CALLED 58.71 AC.

CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING
C1	131.77'	030°11'59"	250.00'	67.45'	N75°13'21"E
C2	131.77'	030°11'59"	250.00'	67.45'	N75°13'21"E
C3	237.45'	054°25'09"	250.00'	128.54'	N02°09'39"W
C4	35.77'	008°11'50"	250.00'	17.91'	S04°25'16"W
C5	181.86'	037°53'24"	275.00'	94.40'	N10°25'31"W
C6	136.09'	031°11'22"	250.00'	69.78'	S40°38'36"W
C7	86.55'	016°31'44"	300.00'	43.58'	S16°47°03"W
C8	35.77'	008°11'50"	250.00'	17.91'	S04°25'16"W
C9	150.83'	034°34'00"	250.00'	77.79'	S17°36'20"W
C10	115.06'	026°22'09"	250.00'	58.57'	N21°42'15"E
C11	72.12'	016°31'44"	250.00'	36.31'	S16°47°03"W

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°19'20"W	50.00'
L2	S89°40'40"E	5.99'
L3	S89°41'21"E	15.30'
L4	N29°52'39"W	25.00'
L5	S29°52'39"E	25.00'
L6	S34°53'20"W	51.76'
L7	N00°19'20"E	25.00'
L8	S45°19'20"W	21.21'
L9	N59°46'39"W	17.30'



LOCATION MAP
NTS

LEGEND	
IRF	IRON ROD FOUND
IRS	IRON ROD SET
POB	POINT OF BEGINNING
ROW	RIGHT-OF-WAY
DE	DRAINAGE EASEMENT
SSE	SANITARY SEWER EASEMENT
WE	WATER EASEMENT
UE	UTILITY EASEMENT
WME	WALL MAINTENANCE EASEMENT
BL	BUILDING LINE
CO RD	COUNTY ROAD
FM	FARM-TO-MARKET HIGHWAY
DOC.	DOCUMENT
NO.	NUMBER
O.P.R.J.C.T.	OFFICIAL PUBLIC RECORDS JOHNSON COUNTY, TEXAS
D.R.J.C.T.	DEED RECORDS JOHNSON COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
◄	STREET NAME CHANGE INDICATOR

NOTES:

- NOTICE: SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND/OR WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- A MANDATORY HOME OWNERS ASSOCIATION WILL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE EASEMENTS, PRIVATE AMENITIES, OPEN SPACES, AND COMMON AREAS, INCLUDING BUT NOT LIMITED TO SCREENING WALLS AND FENCES AND THE PARKWAY BETWEEN A SCREENING WALL OR FENCE AND THE STREET; SUBDIVISION LANDSCAPING; MEDIANS; AMENITY CENTERS; AND ENHANCED ENTRYWAY FEATURES INCLUDING ENHANCED SCREENING WALLS, LANDSCAPING MONUMENTS, SIGNAGE AND ANY NON-STANDARD PAVEMENT.
- REAR AND SIDE DRIVEWAY ACCESS TO MAJOR THOROUGHFARES SHALL BE PROHIBITED.
- ALL PROPERTY CORNERS ARE ONE-HALF INCH IRON ROD WITH CAP STAMPED "JBI" SET UNLESS NOTED OTHERWISE.
- ACCORDING TO COMMUNITY PANEL NO. 48251C0215J, DATED DECEMBER 4, 2012 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, THIS PROPERTY IS WITHIN FLOOD ZONE "X", AREAS OUTSIDE OF THE 0.2% ANNUAL CHANCE (500-YEAR) FLOODPLAIN.
- NOTE: BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM (NORTH CENTRAL ZONE 4202 (NAD83). DISTANCES SHOWN HEREON ARE GRID DISTANCE VALUES.

CITY PROJECT NO. FP ---

FINAL PLAT

LONE OAK PHASE 1

257 RESIDENTIAL LOTS
5 OPEN SPACE LOTS
1 AMENITY CENTER LOT
1 FIRE STATION LOT

BEING 70.219 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
GEORGE S. MCINTOSH SURVEY, ABSTRACT NO. 625
JOHNSON COUNTY, TEXAS

GRBK EDGEWOOD, LLC OWNER/DEVELOPER

2805 Dallas Parkway, Suite 400 (817)658-2112
Plano, Texas 75093
Contact: Bobby Samuel

CENTURY LAND HOLDINGS OF TEXAS, LLC OWNER/DEVELOPER

130 East John Carpenter Frwy, #230 (972)999-2001
Irving, Texas 75062
Contact: David Aughinbaugh

JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006
Contact: Christopher Wall, P.E.
TBPE No. F-438 TBPLS No. 10076000

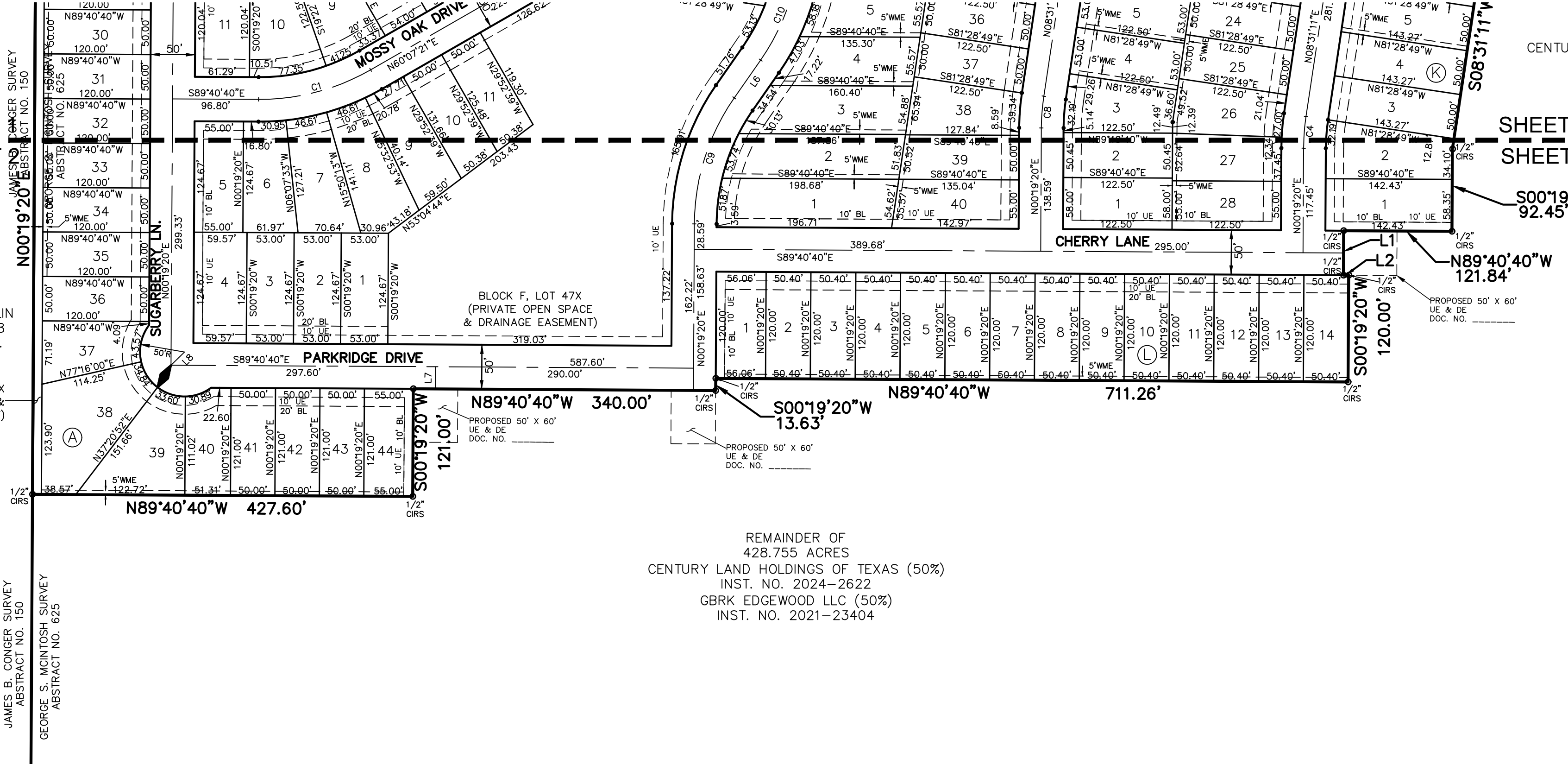
Date: JUNE 04, 2024

Sheet 1 of 3

MATCH LINE SHEET
SHEET

ROBERT LEE FRANKLIN
VOL. 1085, PG. 578
CALLED 135.76 AC.

BLOCK A, LOT 1X
(PRIVATE OPEN SPACE &
DRAINAGE EASEMENT)



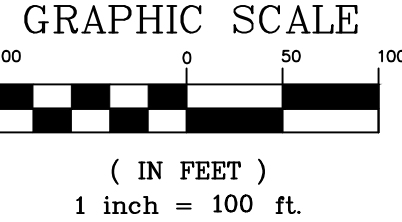
SHEET 1 MATCH LINE
SHEET 2

S00°19'20\"W
92.45'

N89°40'40\"W
121.84'

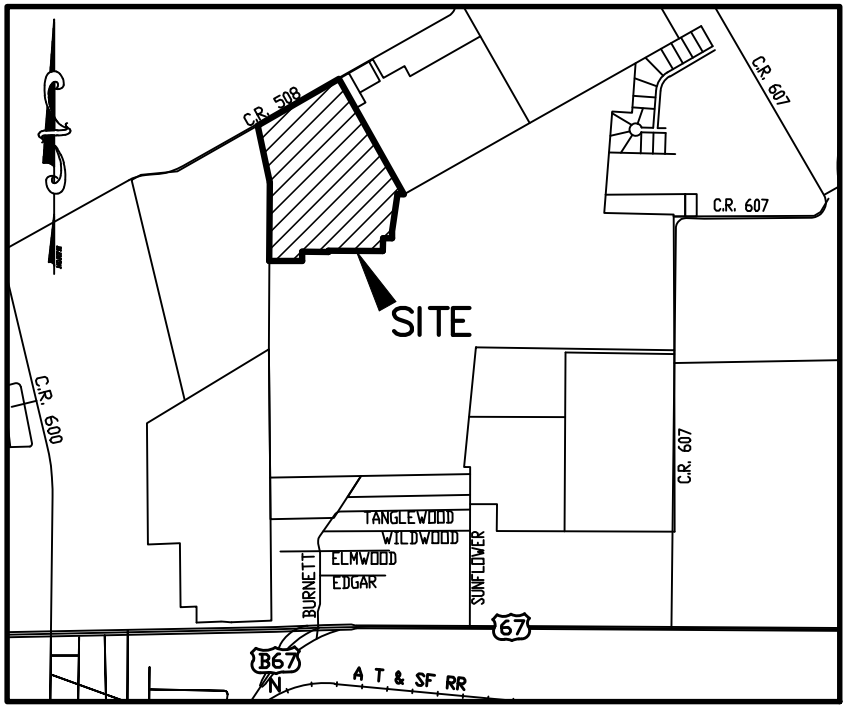
PROPOSED 50' x 60'
UE & DE
DOC. NO. _____

REMAINDER OF
428.755 ACRES
CENTURY LAND HOLDINGS OF TEXAS (50%)
INST. NO. 2024-2622
GBRK EDGEWOOD LLC (50%)
INST. NO. 2021-23404



LEGEND

- IRF IRON ROD FOUND
IRS IRON ROD SET
POB POINT OF BEGINNING
ROW RIGHT-OF-WAY
DE DRAINAGE EASEMENT
SSE SANITARY SEWER EASEMENT
WE WATER EASEMENT
UE UTILITY EASEMENT
WME WALL MAINTENANCE EASEMENT
BL BUILDING LINE
CO RD COUNTY ROAD
FM FARM-TO-MARKET HIGHWAY
DOC. DOCUMENT
NO. NUMBER
O.P.R./J.C.T. OFFICIAL PUBLIC RECORDS JOHNSON COUNTY, TEXAS
D.R./J.C.T. DEED RECORDS JOHNSON COUNTY, TEXAS
VOL. VOLUME
PG. PAGE
STREET NAME CHANGE INDICATOR



LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE					
BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES
A-1X	34,848	0.800	A-42	6,050	0.139	D-5	6,050	0.139	F-18	6,000	0.138	G-11	6,889	0.158	I-27	7,000	0.161	J-28	6,738	0.155			
A-3	7,989	0.183	A-43	6,050	0.139	D-6	6,050	0.139	F-19	6,000	0.138	G-12	6,889	0.158	I-28	6,125	0.141	K-1	8,311	0.191			
A-4	8,793	0.202	A-44	6,655	0.153	D-7	6,050	0.139	F-20	6,000	0.138	G-13	8,978	0.206	I-29	6,125	0.141	K-2	7,997	0.184			
A-5	9,597	0.220	B-1	6,249	0.143	D-8	6,655	0.153	F-21	6,000	0.138	H-1	8,012	0.184	I-30	6,125	0.141	K-3	7,163	0.164			
A-6	7,500	0.172	B-2	6,249	0.143	D-9	7,609	0.175	F-22	6,200	0.142	H-2	7,910	0.182	I-31	6,125	0.141	K-4	7,163	0.164			
A-7	9,944	0.228	B-3	6,249	0.143	D-10	6,292	0.144	F-23	6,200	0.142	H-3	7,232	0.166	I-32	6,125	0.141	K-5	7,163	0.164			
A-8	7,604	0.175	B-4	6,249	0.143	D-11	6,292	0.144	F-24	6,200	0.142	H-4	6,264	0.144	I-33	6,125	0.141	K-6	7,163	0.164			
A-9	9,042	0.208	B-5	6,249	0.143	D-12	6,292	0.144	F-25	6,820	0.157	H-5	7,193	0.165	I-34	6,125	0.141	K-7	8,037	0.184			
A-10	8,534	0.196	B-6	6,249	0.143	D-13	6,292	0.144	F-26	6,810	0.156	H-6	7,671	0.176	I-35	6,125	0.141	L-1	6,727	0.154			
A-11	7,512	0.172	B-7	6,249	0.143	D-14	6,292	0.144	F-27	6,167	0.142	H-7	6,480	0.149	I-36	6,125	0.141	L-2	6,048	0.139			
A-12	6,384	0.147	B-8	6,249	0.143	D-15	6,292	0.144	F-28	6,145	0.141	H-8	6,480	0.149	I-37	6,125	0.141	L-3	6,048	0.139			
A-13	6,384	0.147	B-9	6,249	0.143	D-16	7,502	0.172	F-29	6,123	0.141	H-9	7,665	0.176	I-38	7,064	0.162	L-4	6,048	0.139			
A-14	7,584	0.174	B-10X	7,713	0.177	E-1	6,000	0.138	F-30	6,123	0.141	H-10	8,123	0.186	I-39	6,572	0.151	L-5	6,048	0.139			
A-15	6,600	0.152	B-11	108,173	2.483	E-2	6,000	0.138	F-31	6,150	0.141	H-11	7,357	0.169	I-40	7,645	0.176	L-6	6,048	0.139			
A-16	6,000	0.138	C-1	8,031	0.184	E-3	6,000	0.138	F-32	6,150	0.141	I-1	10,936	0.251	J-1	7,105	0.163	L-7	6,048	0.139			
A-17	6,000	0.138	C-2	7,309	0.168	E-4	6,000	0.138	F-33	6,150	0.141	I-2	9,783	0.225	J-2	6,180	0.142	L-8	6,048	0.139			
A-18	6,103	0.140	C-3	7,309	0.168	E-5	6,600	0.152	F-34	6,150	0.141	I-3	9,496	0.218	J-3	7,083	0.163	L-9	6,048	0.139			
A-19	10,269	0.236	C-4	8,045	0.185	E-6	6,600	0.152	F-35	6,781	0.156	I-4	8,066	0.185	J-4	6,493	0.149	L-10	6,048	0.139			
A-20	6,858	0.157	C-5	6,544	0.150	E-7	6,000	0.138	F-36	7,151	0.164	I-5	7,088	0.163	J-5	6,493	0.149	L-11	6,048	0.139			
A-21	6,000	0.138	C-6	6,544	0.150	E-8	6,000	0.138	F-37	6,150	0.141	I-6	6,879	0.158	J-6	6,493	0.149	L-12	6,048	0.139			
A-22	6,000	0.138	C-7	6,544	0.150	E-9	6,000	0.138	F-38	6,150	0.141	I-7	6,297	0.145	J-7	6,493	0.149	L-13	6,048	0.139			
A-23	6,000	0.138	C-8	6,544	0.150	E-10	6,000	0.138	F-39	6,150	0.141	I-8	6,297	0.145	J-8	6,493	0.149	L-14	6,048	0.139			
A-24	6,000	0.138	C-9	6,544	0.150	E-11X	43,652	1.002	F-40	6,150	0.141	I-9	6,297	0.145	J-9	6,492	0.149	UU-1X	1,532	0.035			
A-25	6,000	0.138	C-10	6,544	0.150	F-1	6,607	0.152	F-41	6,150	0.141	I-10	6,296	0.145	J-10	6,493	0.149						
A-26	6,000	0.138	C-11	6,544	0.150	F-2	6,607	0.152	F-42	6,150	0.141	I-11	6,297	0.145	J-11	6,493	0.149						
A-27	6,000	0.138	C-12	6,544	0.150	F-3	6,607	0.152	F-43	6,150	0.141	I-12	6,297	0.145	J-12	6,575	0.151						
A-28	6,000	0.138	C-13	6,544	0.150	F-4	7,427	0.170	F-44	6,150	0.141	I-13	6,297	0.145	J-13	7,579	0.174						
A-29	6,000	0.138	C-14	6,544	0.150	F-5	6,857	0.157	F-45	6,150	0.141	I-14	6,563	0.151	J-14	6,493	0.149						
A-30	6,000	0.138	C-15	7,062	0.162	F-6	6,865	0.158	F-46	6,057	0.139	I-15	7,378	0.169	J-15	9,487	0.218						
A-31	6,000	0.138	C-16	7,792	0.179	F-7	7,706	0.177	F-47X	245,617	5.639	I-16	6,307	0.145	J-16	9,263	0.213						
A-32	6,000	0.138	C-17	8,855	0.203	F-8	8,565	0.197	G-1	10,414	0.239	I-17	6,296	0.145	J-17	7,130	0.164						
A-33	6,000	0.138	C-18	11,492	0.264	F-9	7,264	0.167	G-2	6,344	0.146	I-18	6,297	0.145	J-18	6,125	0.141						
A-34	6,000	0.138	C-19	7,959	0.183	F-10	6,429	0.148	G-3	6,344	0.146	I-19	6,296	0.145	J-19	6,125	0.141						
A-35	6,000	0.138	C-20	7,163	0.164	F-11	6,120	0.140	G-4	6,344	0.146	I-20	8,419	0.193	J-20	6,125	0.141						
A-36	6,000	0.138	C-21	7,880	0.181	F-12	6,075	0.139	G-5	6,344	0.146	I-21	12,039	0.276	J-21	6,125	0.141						
A-37	6,570	0.151	C-166X	208,181	4.779	F-13	7,864	0.181	G-6	7,019	0.161	I-22	10,675	0.245	J-22	6,125	0.141						
A-38	12,145	0.279	D-1	8,281	0.190	F-14	6,000	0.138	G-7	7,601	0.174	I-23	7,837	0.180	J-23	6,125	0.141						
A-39	9,111	0.209	D-2	6,050	0.139	F-15	6,000	0.138	G-8	6,724	0.154	I-24	6,545	0.150	J-24	6,125	0.141						
A-40	6,017	0.138	D-3	6,050	0.139	F-16	6,075	0.139	G-9	6,889	0.158	I-25	6,125	0.141	J-25	6,125	0.141						
A-41	6,050	0.139	D-4	6,050	0.139	F-17	7,864	0.181	G-10	6,889	0.158	I-26	7,085	0.163	J-26	6,752	0.155						

NOTES:

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CITY PROJECT NO. FP ____

FINAL PLAT

LONE OAK PHASE 1

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5 OPEN SPACE LOTS
1 AMENITY CENTER LOT
1 FIRE STATION LOT

BEING 70.219 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
GEORGE S. MCINTOSH SURVEY, ABSTRACT NO. 625
JOHNSON COUNTY, TEXAS

GRBK EDGEWOOD, LLC OWNER/DEVELOPER

2805 Dallas Parkway, Suite 400 (817)658-2112
Irano, Texas 75093

Contact: Bobby Samuel

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130 East John Carpenter Frwy, #230 (972)999-2001
Irving, Texas 75062

Contact: David Aughinbaugh

JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006

Contact: Christopher Wall, P.E.
TBPE No. F-438 TBPLS No. 10076000

Date: JUNE 04, 2024

Sheet 2 of 3

OWNERS CERTIFICATION

WHEREAS Century Land Holdings of Texas, LLC and GRBK Edgewood, LLC are the owners of a tract of land located in the City of Alvarado, Johnson County, Texas, being a part of the James B. Conger Survey, Abstract No. 150, the George S. McIntosh Survey, Abstract No. 625, being part of that called 428.755 acre tract of land described in Special Warranty Deed to Century Land Holdings of Texas, LLC recorded as Instrument No. 2024-2622 and in Correction Deed to GRBK Edgewood, LLC (50% interest) recorded as Instrument Number 2023-26644, Official Public Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an 80d nail with washer stamped "BLUESTAR SURVEYING" found at the most westerly northwest corner of said 428.755 acre tract, said point also being the northeast corner of a called 135.76 acre tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Deed Records, Tarrant County, Texas, 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 428.755 acre 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 cap stamped "JBI" set for corner, being the common corner of said 428.755 acre tract and a tract of land described in a deed to Simla Investments, LLC, recorded in Document Number 2018-5552, Deed Records, Johnson County, Texas, from which a one-half inch iron rod found bears South 19 degrees 08 minutes 32 seconds West, a distance of 1.15 feet;

THENCE, South 29 degrees 22 minutes 14 seconds East, along the common line of said 428.755 acre tract, and said Simla Investments, LLC tract, passing a one-half inch iron rod found on line 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 428.755 acre tract and said Nava Legacy 49, LLC tract;

THENCE, over and across 428.755 acre tract as follows:

North 87 degrees 07 minutes 12 seconds West for a distance of 85.65 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 08 degrees 31 minutes 11 seconds West for a distance of 485.24 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 92.45 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 121.84 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 50.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 89 degrees 40 minutes 40 seconds East for a distance of 5.99 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 120.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 711.26 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 13.63 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 340.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

South 00 degrees 19 minutes 20 seconds West for a distance of 121.00 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

North 89 degrees 40 minutes 40 seconds West for a distance of 427.60 feet to a one-half inch iron rod with cap stamped "JBI" set for corner, being in the west line of said 428.755 acre tract and the east line of aforementioned 135.76 acre Franklin tract;

THENCE along the east line of said 135.76 acre tract and the west line of said 428.755 acre tract as follows:

North 00 degrees 19 minutes 20 seconds East for a distance of 1,018.18 feet to a one-half inch iron rod with cap stamped "JBI" set for corner;

North 12 degrees 02 minutes 50 seconds West a distance of 761.63 feet to the POINT OF BEGINNING and containing 3,058,735 square feet or 70.219 acres of land more or less.

NOW THERFORE KNOW ALL MEN BY THESE PRESENTS:

That, Century Land Holdings of Texas, LLC and GRBK EDGEWOOD LLC are the owners of the herein described parcel, acting by and through the undersigned, its duly authorized agent, does hereby adopt the herein above describe property as LONE OAK, PHASE 1, an addition to Johnson County, Texas and does dedicate to the public use the streets and easements shown thereon.

WITNESS, my hand at Dallas, Texas, this the ____ day of _____, 2024.

CENTURY LAND HOLDINGS OF TEXAS, LLC, a limited liability company

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS MY HAND at Dallas, Texas, this ____ day of _____, 2024.

Notary Public in and for the State of Texas

WITNESS, my hand at Dallas, Texas, this the ____ day of _____, 2024.

GRBK EDGEWOOD LLC, a Texas limited liability company

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS MY HAND at Dallas, Texas, this ____ day of _____, 2024.

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

This is to certify that I, WILLIAM J. JOHNSON, a Registered Professional Land Surveyor of the State of Texas, having platted the above subdivision from an actual survey on the ground, and that all lot corners, and angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Dated this ____ day of _____, 2024.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

WILLIAM J. JOHNSON, R.P.L.S. No. 5426

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

Mayor

City Secretary

CITY PROJECT NO. FP ____-____

FINAL PLAT

LONE OAK PHASE 1

257 RESIDENTIAL LOTS
5 OPEN SPACE LOTS
1 AMENITY CENTER LOT
1 FIRE STATION LOT

BEING 70.219 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
GEORGE S. MCINTOSH SURVEY, ABSTRACT NO. 625
JOHNSON COUNTY, TEXAS

GRBK EDGEWOOD, LLC OWNER/DEVELOPER

2805 Dallas Parkway, Suite 400 (817)658-2112
Plano, Texas 75093
Contact: Bobby Samuel

CENTURY LAND HOLDINGS OF TEXAS, LLC OWNER/DEVELOPER

130 East John Carpenter Frwy, #230 (972)999-2001
Irving, Texas 75062
Contact: David Aughinbaugh

JBI PARTNERS, INC. SURVEYOR/ENGINEER

2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006
Contact: Christopher Wall, P.E.
TBPE No. F-438 TBPLS No. 10076000

Date: JUNE 04, 2024

Sheet 3 of 3

From: Bobby Samuel <bsamuel@greenbrickpartners.com>

Sent: Monday, July 8, 2024 5:06 PM

To: Justin French <frenchj@cityofalvarado.org>; 'Christopher Wall' <cwall@jbipartners.com>

Cc: Aaron Guthrie <aguthrie@greenbrickpartners.com>; Brian Hunnicutt <bhunnicutt@greenbrickpartners.com>; David Aughinbaugh <David.Aughinbaugh@centurycommunities.com>; Paul DeBuff <debuffp@cityofalvarado.org>; Craig Kerkhoff <ckerkhoff@bhcllp.com>; Michael Diggins <Dwigginsm@cityofalvarado.org>

Subject: RE: Lone Oak - Comments

Justin,

On behalf of Lone Oak, please accept this email as applicant approval for the City to take action on this item no later than the July 15, 2024 City Council agenda. Thx

Bobby L. Samuel III

National VP of Land

Mobile: 817.658.2112

bobby@grbk.com



[5501 Headquarters Drive, Suite 300W](#)

[Plano, Texas 75024](#)

greenbrickpartners.com

NYSE: GRBK

From: Justin French <frenchj@cityofalvarado.org>

Sent: Friday, July 5, 2024 9:29 AM

To: 'Christopher Wall' <cwall@jbipartners.com>

Cc: Bobby Samuel <bsamuel@greenbrickpartners.com>; Aaron Guthrie <aguthrie@greenbrickpartners.com>; Brian Hunnicutt <bhunnicutt@greenbrickpartners.com>; David Aughinbaugh <David.Aughinbaugh@centurycommunities.com>; Paul DeBuff <debuffp@cityofalvarado.org>; Craig Kerkhoff <ckerkhoff@bhcllp.com>; Michael Diggins <Dwigginsm@cityofalvarado.org>

Subject: RE: Lone Oak - Comments

It is in review. The City Council has a regularly scheduled meeting on July 15th, which is outside the 15-day turnaround time mandated by state statutes for the City to have taken action by on this plat. To avoid having to call a special Council meeting, the City requests an email or letter tabling action on the Lone Oak Addition Phase 1 final plat until July 15, 2024, or later. Please let us know how you will proceed so we can facilitate accordingly. Thank you.



Justin French, AICP

Community Development Director

Telephone: 817-790-3351

Mobile: 817-240-9585

Email: frenchj@cityofalvarado.org

104 W. College Ave | Alvarado, TX 76009



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

July 11, 2024

JBIPartners, Inc.
Attn: Chris Wall
2121 Midway Road, Suite 300
Carrollton, TX 75006
cwall@jbipartners.com

Re: Lone Oak Addition Final Plat Phase 1

Dear Mr. Wall,

This letter is to inform you that on July 11, 2024, the Alvarado Planning and Zoning Commission recommended disapproval to City Council following receipt of the Lone Oak Addition Phase 1 final plat on June 28, 2024. The following comment has not been adequately addressed to result in compliance with the Alvarado subdivision ordinance.

1. Provide Johnson County Special Utility District (JCSUD) approval on official letterhead that clearly states adequate water pressure is available to phase 1 of the Lone Oak Addition.

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 Remarks on Final Plat and Civil Plans

Cc:
GRBK Edgewood LLC
Century Land Holdings of Texas, LLC
Attn: Bobby Samuel
5501 Headquarters Drive, Suite 300W
Plano, TX 75024
bsamuel@greenbrickpartners.com

Member Texas Municipal League



City Council Meeting Management Report

Meeting Date: July 15, 2024

Contact: Hillary Cromer

AGENDA ITEM: Consideration and action to appoint Alvarado EDC Board of Directors' Places 2, 4, & 6.

BACKGROUND AND FINDINGS:

As of July 14, 2024, the terms for the Alvarado EDC Board of Directors' Places 2, 4, and 6 have expired. By statute, the board must consist of 7 members.

Therefore, staff recommends the following re-appointments:

- Place 2: Martin Douglas
- Place 4: Jameye Jones
- Place 6: Cherry Bryant

Upon appointment, the terms for Places 2, 4 and 6 will be for 2 years, ending July 14, 2026.

FINANCIAL IMPACT

N/A

MANAGEMENT REVIEW:

ATTACHMENTS:

AEDC Bylaws



City Council Meeting Management Report

Meeting Date: July 15, 2024

Contact: Hillary Cromer

AGENDA ITEM: Presentation and discussion regarding proposed multi-family development at 200 Maple St.

BACKGROUND AND FINDINGS:

Robert Brake and RF & Sons Properties LLC propose a new multi-family housing project at 1203 S Parkway Drive, Alvarado, Texas. The property, encompassing 5.32 acres, is currently zoned as Commercial District 2. The development plans call for rezoning the property to a Multi-Family District to accommodate the proposed 93-unit residential complex.

Development Details:

- Project Name: 200 Maple
- Location: 1203 S Parkway Drive, Alvarado, Texas
- Area: 5.32 acres
- Units: 93 multi-family units

To move forward with this development, Robert Brake and RF & Sons Properties LLC are requesting the following from the City Council:

1. Property Tax Rebate: A 7-year property tax rebate not to exceed \$554,025.
3. Waterline Reimbursement: \$190,000 to cover the cost of installing new waterlines necessary for the development.
4. Wastewater Impact Fees Refund: \$68,191 to offset wastewater impact fees.

The total incentive request totals \$812,216. Robert Brake will be presenting this item to the City Council, emphasizing the benefits that this development will bring to the community.

FINANCIAL IMPACT

Total: \$812,216

MANAGEMENT REVIEW:

ATTACHMENTS: