REGULAR MEETING OF THE
CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
SEPTEMBER 16, 2024
6:30 PM
AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, September 16, 2024 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items:

CALL TO ORDER

- Roll Call

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 for the citizen to hold his or her 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.

CONSENT AGENDA:

1. Consideration and action to approve minutes of the 09/09/2024 Special City Council Meeting. (Walls)
2. Consideration and action to approve Ordinance No. 2024-0017 and appoint City Marshal. (Walls)
3. Consideration and action to approve an annual renewal of Emergency Services District #1 contract between ESD #1 and the City of Alvarado, Texas, for 2024-25. (Rodgers)
4. Consideration and action to approve the 2024-25 Interlocal Cooperation Agreement for Dispatching Services between the City of Alvarado Police Department and Johnson County, Texas. (May)
5. Consideration and action to approve the 2024-25 Interlocal Cooperation Agreement for Dispatching Services between the City of Alvarado Marshal and Johnson County, Texas. (May)
6. Consideration and action to approve the 2024-25 Interlocal Cooperation Agreement for housing of Class C Misdemeanor prisoners between the City of Alvarado, Texas, and Johnson County, Texas. (May)
7. Consideration and action to approve an amendment to the Communications System Agreement, effective October 1, 2024, between Johnson County, Texas, and the City of Alvarado, Texas. (May)

NEW BUSINESS:

8. Consideration and possible action regarding events and funding for July 4th, 2025. (Suber)
9. Public hearing, consideration and action to approve Ordinance No. 2024-0018, amending

zoning language pertaining to building materials and hardware stores in the Central Business District. (French)

10. Consideration and action to approve Ordinance No. 2024-0015, adopting the Proposed Budget for Fiscal Year 2024-2025 beginning on October 1, 2024, and ending September 30, 2025, for the City of Alvarado, Texas. (Cox, DeBuff)
11. Public hearing, consideration and action to approve Ordinance No. 2024-0016, fixing and levying municipal ad valorem taxes on all taxable property within the corporate limits of the City of Alvarado, Texas for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, at the rate of $0.782572 per one hundred dollars ($100.00) and directing the assessment thereof; providing for a date on which such taxes become due and delinquent together with penalties and interest thereon; providing for a place of payment; providing for approval of the tax rolls presented to the City Council. (Cox, DeBuff)
12. Consideration and action to ratify a property tax increase reflected in the City of Alvarado budget approved for the fiscal year beginning October 1, 2024, and ending September 30, 2025, in accordance with Texas Local Government Code Section 102.007. (Cox, DeBuff)
13. Consideration and action to select a Board Director for Texas Municipal League, Region 8. (Walls)
14. Consideration and action to select Places 11-14 for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election. (Walls)
15. Consideration and action to approve Resolution No. R2024-0020, affirming the nomination(s) for candidate(s) for the Board of Directors for the Central Appraisal District of Johnson County, Texas for the 2025-26 term. (Walls)

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:
   - Any item on the agenda.

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

   - Project Meatball

RECONVENE REGULAR SESSION:

16. Consideration and any action necessary as a result of items legally discussed in Executive Session.
17. Consideration and action to authorize the Economic Development Director to execute an agreement between the Alvarado EDC and Lambert & Green, LLC, based on the terms discussed in Executive Session. (Cromer)

COUNCIL COMMENTS:

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

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

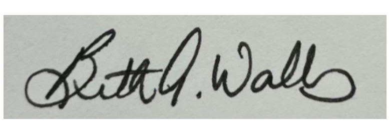
ACCESSIBILITY STATEMENT

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

NON-DISCRIMINATION STATEMENT

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

I, the undersigned authority, do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times, and said Agenda was posted on September 13, 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

CITY OF ALVARADO
County of Johnson
State of Texas
09/09/2024
City Council Minutes

The City Council of the City of Alvarado met in Special Called Session on Monday, September 9, 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
Elizabeth Yelverton	City Attorney
Donielle Suber	Director of Administrative Services
Justin French	Community Development Director
Hillary Cromer	Economic Development Director
John Rodgers	Fire Chief
Teddy May	Police Chief
Mike Dwiggins	Public Works Director

Mayor Jacob Wheat called the meeting to order at 6:32 p.m. and Jacob Wheat gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:
None.

PROCLAMATION:
Constitution Week Proclamation was received by Betsy Ruffin, Nathaniel Winston Chapter of the National Society Daughters of the American Revolution.

CONSENT AGENDA:

1. CONSIDERATION AND ACTION TO APPROVE THE MINUTES OF THE 08/19/2024 REGULAR CITY COUNCIL MEETING.

2. CONSIDERATION AND ACTION TO APPROVE THE MINUTES OF THE 08/20/2024 BUDGET WORKSESSION.

3. CONSIDERATION AND ACTION TO APPROVE THE INTERGOVERNMENTAL SERVICE AGREEMENT BETWEEN UNITED STATES DEPARTMENT OF HOMELAND SECURITY, IMMIGRATION AND CUSTOMS ENFORCEMENT, AND THE CITY OF ALVARADO, TX, FOR THE DETENTION AND CARE OF DETAINED NONCITIZENS.

4. CONSIDERATION AND ACTION TO APPROVE RESOLUTION R2024-0017, AMENDING THE AUTHORIZED REPRESENTATIVES OF THE CITY OF ALVARADO WHO MAY DIRECT THE INVESTMENT OF FUNDS INTO THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL ("TEXPOOL / TEXPOOL PRIME"), A PUBLIC FUNDS INVESTMENT POOL WHICH WAS CREATED ON BEHALF OF ENTITIES WHOSE INVESTMENT OBJECTIVE IN ORDER OF PRIORITY ARE PRESERVATION AND SAFETY OF PRINCIPAL, LIQUIDITY AND YIELD CONSISTENT WITH THE PUBLIC FUNDS INVESTMENT ACT.

5. CONSIDERATION AND ACTION TO APPROVE RESOLUTION R2024-0018, AMENDING THE AUTHORIZED REPRESENTATIVES OF THE CITY OF ALVARADO WHO MAY DIRECT THE INVESTMENT OF FUNDS MULTI-BANK SECURITIES, INC. WITHIN THE GOVERNMENT CODE CHAPTER 2256 PUBLIC FUNDS INVESTMENT ACT PARAMETERS.

6. CONSIDERATION AND ACTION TO APPROVE RESOLUTION R2024-0019, DESIGNATING CERTAIN POSITIONS AS AUTHORIZED SIGNATORIES FOR ALL CITY ACCOUNTS MAINTAINED BY FIRST FINANCIAL BANK.

Motion was made by Lydia Moon and seconded by Beverly Short to approve the Consent Agenda. This motion supported 6 votes in approval and 0 votes opposed. Motion carried.

NEW BUSINESS:

7. 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.

The final plat application was submitted and deemed administratively complete on April 22, 2024. Per Section 34-36.c 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, June 13, and July 11, 2024, the Planning and Zoning Commission recommended disapproval to the City Council. On May 20, June 17, and July 15, 2024, the City Council disapproved the Lone Oak Addition Phase 1 final plat. The applicant resubmitted the final plat on August 28, 2024, and per state statutes, the City Council must now act on the plat within fifteen (15) days of this resubmittal. 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 Kevin Thomas and seconded by Beverly Short to approve the application of the Lone Oak Addition Phase 1 final plat.

This motion supported 3 votes in approval and 2 votes opposed. Motion carried.

8. PUBLIC HEARING ON THE FISCAL YEAR 2025 ANNUAL BUDGET BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025.

In compliance with Local Government Code §102.006, this pubic hearing provides an opportunity to communicate with interested persons regarding the proposed budget before adoption. Notice of this public hearing was announced at the August 19, 2024 City Council meeting. Additionally, it was published in the Cleburne Times-Review on August 27, 2024 and posted on the City's website. State law requires this public hearing before adopting the fiscal year 2025 City of Alvarado budget.

MAYOR JACOB WHEAT OPENED THE PUBLIC HEARING AT 6:50 P.M. AND CLOSED THE PUBLIC HEARING AT 8:22 P.M.

Motion was made by Carrie Keeton and seconded by Lydia Moon to postpone the adoption of the budget until the Regular City Council Meeting scheduled for Monday, September 16, 2024, at 6:30 p.m., located at City Hall, 104 W. College Ave., Alvarado, Texas, 76009.

9. CONSIDERATION AND ACTION TO APPROVE PECAN ORCHARD TRIMMING AND REMOVAL.

On behalf of the Thaddeus "Tad" Adcock's Estate, David Sutton and Melodye Brooks donated property located at 101 S. Parkway Drive (Pecan Orchard) to the City of Alvarado, Texas, approximately nine (9) years ago. This property was donated for the purpose of walking trails and outdoor space for community recreation. To prepare Pecan Orchard for walking trails and recreation, City staff consulted with Texas A&M Forestry Service and a local arborist, Adam's Landscaping Service, to understand how to care for and maintain existing trees throughout the orchard. At the recommendation of these professionals, all dead limbs must be trimmed, and three (3) Pecan trees must be removed at the southwest corner of the orchard to prolong their life.

Motion was made by Lydia Moon and seconded by Kevin Thomas to approve Pecan Orchard trimming and removal, not to exceed $25,000.00.

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

MAYOR WHEAT DECLARED COUNCIL TO BE IN EXECUTIVE SESSION AT 8:29 P.M. AND RECONVENED TO REGULAR SESSION AT 8:55 P.M.

10. CONSIDERATION AND POSSIBLE ACTION TO AUTHORIZE THE ECONOMIC DEVELOPMENT DIRECTOR TO EXECUTE AN AGREEMENT BETWEEN THE ALVARADO EDC AND LAMBERT & GREEN, LLC BASED ON THE TERMS DISCUSSED IN EXECUTIVE SESSION.
No action taken.

COUNCIL COMMENTS:
Council requested Alvarado ISD VATRE presentation be placed on a future agenda.

There being no further business, Mayor Wheat adjourned the meeting at 8:55 P.M.

Passed and approved this the 16th day of September, 2024.

____
Mayor Jacob Wheat

Respectfully Submitted,

____
Beth A. Walls, City Secretary/HRD

ORDINANCE NO. 2024-0017

AN ORDINANCE AMENDING ARTICLE IV, "CITY MARSHAL," OF CHAPTER 22, "MUNICIPAL COURT" OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, BY AMENDING SECTION 22-50, "AUTHORITY," CLARIFYING THE DUTIES OF THE MARSHAL; AND BY ADDING A NEW SECTION PROVIDING FOR FILLING A VACANCY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas ("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 enabling legislation of the State of Texas; and

WHEREAS, the City previously created the office of the city marshal; and

WHEREAS, the City Council deems it necessary to amend the authority of and provide for filling vacancies in the office of the city marshal.

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

SECTION 1.

Section 22-50, "Authority," of Article IV, "City Marshal," of Chapter 22, "Municipal Court," of the Code of Ordinances, City of Alvarado, Texas, is amended to read as follows:

"**§ 22-50 Authority.**

(a) The city marshals shall serve as peace officers and have full police authority in the exercise of their assigned duties. The city marshals may enforce federal, state, or local laws in the course and scope of the performance of their duties.

(b) The city marshal's office is a separate and distinct law enforcement agency from the city's police department. The marshals are eligible for membership in the Texas Municipal Retirement System."

SECTION 2.

Article IV, "City Marshal," of Chapter 22, "Municipal Court," of the Code of Ordinances, City of Alvarado, Texas, is amended by adding a new Section 22-52 to read as follows:

“**§ 22-52 Vacancy.**

If the city marshal’s office is vacant, the chief of police shall be the ex officio city marshal and a commissioned peace officer of both agencies as permitted by law.”

SECTION 3.

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 4.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and 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 5.

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Alvarado on this the 16th day of September, 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary

City Council Meeting Management Report
Meeting Date: 9/16/2024
Contact: John Rodgers, Fire Chief
Phone: 972-8141

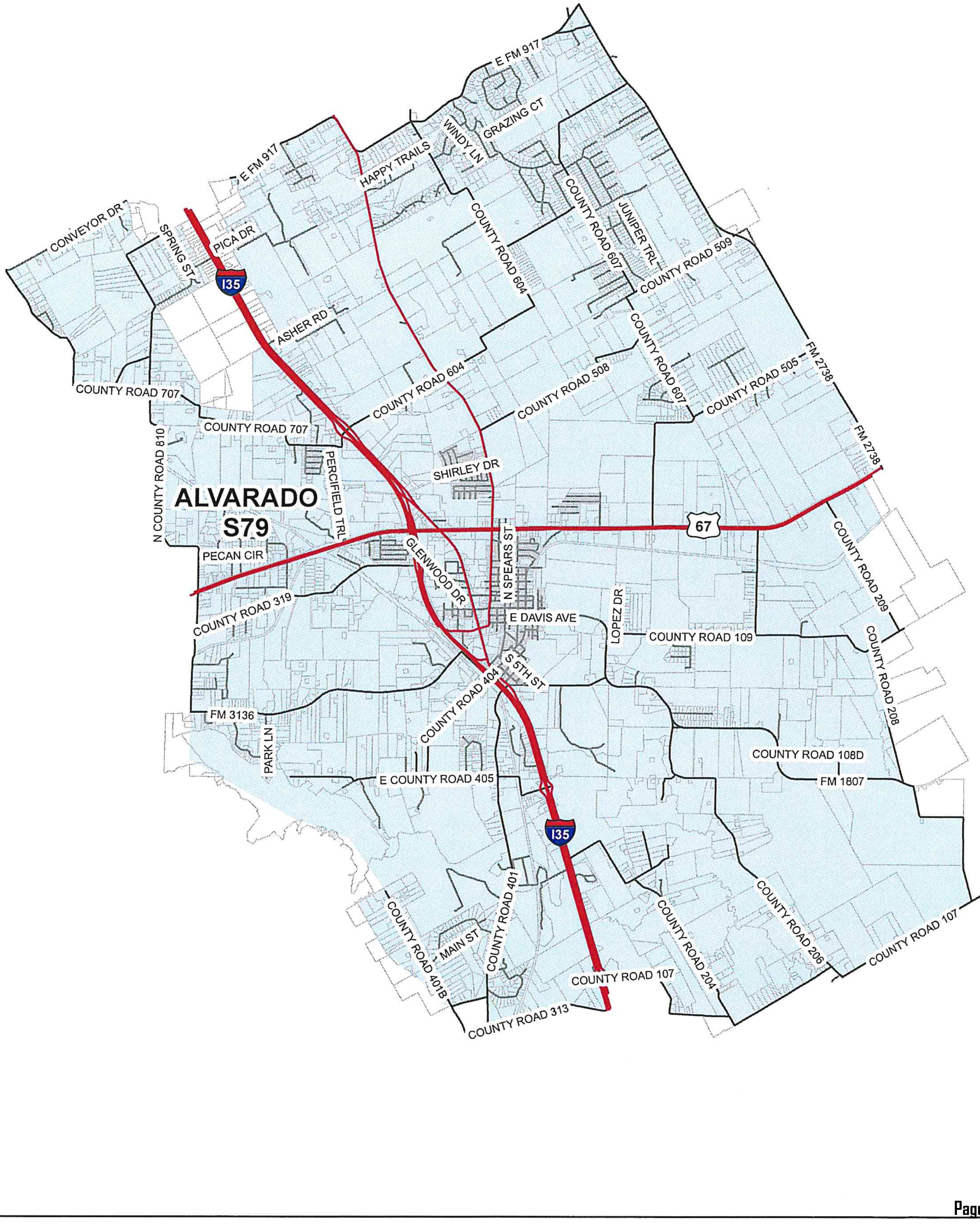
AGENDA ITEM: Consideration and action to approve an annual renewal of Emergency Services District #1 (ESD #1) contract between ESD #1 and the City of Alvarado, Texas, for 2024-25.

BACKGROUND & FINDINGS: This is our routine annual contract renewal with ESD #1. The City of Alvarado Fire Department responds to emergency calls outside the City limits of Alvarado and within a specified "Fire District" in exchange for multiple forms of compensation. The "contract" document has been reviewed and approved by our City attorney.

FINANCIAL IMPACT: The contract amount for 2024-2025, payable by ESD #1 to the City of Alvarado, for said services increased to $360,774.00 from $343,593.75 in 2023-2024. In addition, ESD #1 provides funding for personnel, bunker gear, loose equipment, emergency vehicle repairs, and various other services.

RECOMMENDATION FROM FIRE CHIEF: Execute and accept 2024-2025 contract as presented.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager



ALVARADO
S79
E FM 917
GRAZING CT
WINDY LN
HAPPY TRAILS
E FM 917
CONVEYOR DR
SPRING ST
PICA DR
I35
COUNTY ROAD 604
COUNTY ROAD 607
JUNIPER TRL
COUNTY ROAD 509
ASHER RD
COUNTY ROAD 607
COUNTY ROAD 707
COUNTY ROAD 604
COUNTY ROAD 508
COUNTY ROAD 505
FM 2738
COUNTY ROAD 707
FM 2738
N COUNTY ROAD 810
PERCIFIELD TRL
SHIRLEY DR
67
PECAN CIR
GLENWOOD DR
N SPEARS ST
COUNTY ROAD 209
COUNTY ROAD 319
E DAVIS AVE
LOPEZ DR
COUNTY ROAD 109
COUNTY ROAD 208
S 5TH ST
COUNTY ROAD 404
FM 3136
PARK LN
COUNTY ROAD 108D
E COUNTY ROAD 405
FM 1807
I35
COUNTY ROAD 401B
MAIN ST
COUNTY ROAD 401
COUNTY ROAD 204
COUNTY ROAD 206
COUNTY ROAD 107
COUNTY ROAD 107
COUNTY ROAD 313

Johnson County ESD No.1

2451 Service Drive
Cleburne, Texas 76033

APPENDIX B

FY2024-2025 Incentives Available To Service Providers that make 40 or more calls for prior contracted year.

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

Emergency Repairs, Fire and EMS Training shall be part of Sales and Use Tax budget for FY 2024-2025

Service Provider Incentives - NON – MUNICIPALITY ONLY

-

Monthly Incentive Allotment to be determined with FY 2024-2025 Budget.

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

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

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

100% = 100%
99% = 99%
98% = 98%
97% = 97%
96% = 96%
95% = 95%

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

Incentive payments earned will be included with the contract payment immediately following. October 2024 payment will be from September 2024 run information.

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

<u>Non-Municipality Volunteer Retention Program – Personnel</u>

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

<u>Municipality Firefighter Allotment – $65,000.00 per Firefighter, Maximum of 4 Personnel</u>

- Years 1 and 2 – Municipality responsible for 25%
    - ESD responsible for 75%
- Year 3 - Municipality responsible for 65%
    - ESD responsible for 35%
- Year 4 - Municipality responsible for 100%

- Municipalities shall employee each position(s) for Fiscal years 2024-2025 and 2025-2026.
- Municipalities shall notify Johnson County ESD No. 1, no later than September 1, 2026 on Fiscal year 2026-2027 acceptance of firefighter(s).
- Municipality allotment will be disbursed annually, no later than October 25th of each year.
- Municipalities shall be responsible for ALL aspects of Hiring, Employment, PPE and Uniforms.

<u>ISO Testing Reimbursement</u>

The ESD will reimburse Contracted Fire departments for ISO Annual testing of Pumps, Hose and Ladders a maximum of $3,000.00 per Fire department. Within 60 days, a copy of invoice and proof of payment will be required for reimbursement from JCESD. Reimbursement request with appropriate paperwork must be received and approved by Fire Commissioners by August 31, 2025.

CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND EMERGENCY SERVICES WITH A MUNICIPALITY

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This **CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES** hereinafter called Contract, effective as of the 1st day of October, 2024 by and between **JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, hereinafter referred to as "DISTRICT", a political subdivision of the State of Texas organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, hereinafter called the "Act", and the **CITY OF ALVARADO**, hereinafter called "Department", duly organized and operating under the laws of the State of Texas;

Witnesseth:

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

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II
<u>REPRESENTATIONS AND WARRANTIES</u>

Section 2.01 <u>District's Representations</u> – The DISTRICT represents that:

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

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

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

1. The DEPARTMENT, through the City, is validly existing and in good standing, and shall at all times remain so during the term of this Contract.

2. The DEPARTMENT, through the City, has full power and authority to execute and deliver this Contract and has, by proper action, duly authorized the execution and delivery of this Contract.

3. Neither the execution nor delivery of this Contract, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the terms or conditions of this Contract conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the DEPARTMENT is now a party or by which it is bound, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the DEPARTMENT.

4. The DEPARTMENT shall provide the EMERGENCY SERVICES called for by this Contract, including, but not limited to, the fighting and extinguishment of fire and the provision of other emergency services to the Service Area, including, but not limited to, First Responder Emergency Medical Services. The Contract also recognizes the DEPARTMENT'S ability to provide and receive Mutual Aid, Automatic Aid, or other aid to/or from other emergency service organizations as deemed necessary by the DEPARTMENT or DISTRICT. The DISTRICT reserves the right to be informed of any mutual, automatic, or other aid agreements between the DEPARTMENT and agencies outside the DISTRICT contractors. EMERGENCY SERVICES shall be provided by the DEPARTMENT. The DEPARTMENT shall be required to respond to a minimum of 80% of the calls for assistance that it is dispatched to. A response shall be defined as notification made to dispatch by the department via radio, that personnel are enroute to the emergency with the appropriate equipment and apparatus within twelve minutes of "tone–out". If during any one-month time period, the DEPARTMENT is unable to respond to more than 20% of the calls for assistance in their jurisdiction, the DISTRICT shall review the response information; meet with the DEPARTMENT Fire Chief or representative and make recommendations to improve response capabilities. Beginning with the second month and for each additional month that the DEPARTMENT fails to respond to more than 20% of the calls for assistance in their jurisdiction, the DEPARTMENT's monthly payment amount shall be divided by the total number of calls dispatched for that month and

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

5. The DEPARTMENT warrants and represents that it shall comply faithfully with all provisions of the Act and all other local, state, or federal laws, rules, or regulations applicable to the DEPARTMENT and its duties under this Contract, and further shall, throughout the term of this Contract, be in compliance with all properly adopted DEPARTMENT and DISTRICT policies currently in effect.

6. The DEPARTMENT shall participate in a recognized Training Program that is substantially equal to the Texas Commission on Fire Protection and or State Fireman's and Fire Marshal's Association testing and skills verifications.

7. The DEPARTMENT shall ensure that personnel have the following minimum training.

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

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

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

   Proctors for testing shall be authorized by Medical Director.

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

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

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

   Head of Department (TCFP) or

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

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

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

ARTICLE III
SERVICES TO BE PROVIDED

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
INSURANCE AND INDEMNIFICATION

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

1. The DEPARTMENT agrees to carry public liability insurance with respect to the facilities through the Texas Municipal League Insurance Risk Pool or with one or more insurance companies licensed in the State of Texas in the minimum amount required by Texas Law for death, bodily injury or property damage.

2. The DEPARTMENT agrees to carry errors and omissions, general liability and other insurance necessary for its operations and for any and all risks that may be necessary in its operations as a Texas Non-Profit Corporation or an emergency services organization.

3. Each insurance policy provided for in this Contract shall be in the name of the DEPARTMENT or City as the named insured and the DISTRICT as an additional insured.

4. If said insurance is not provided the DEPARTMENT will be considered in breach of contract. All payments made by the DISTRICT to the DEPARTMENT shall cease until proof of insurance is provided as certified by the DISTRICT, or the DISTRICT may, at its discretion, terminate the Contract.

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

Section 4.03 Indemnification – To the fullest extent allowed by law, The DEPARTMENT shall indemnify and hold the DISTRICT, as well as its commissioners, officials, agents, volunteers, representatives, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DEPARTMENT or its contractors, officials, agents, employees, volunteers, subcontractors, or representatives, in performing the services required under this Contract, except where the DISTRICT is concurrently negligent or has committed concurrent intentional acts or omissions. The DISTRICT shall indemnify and hold the DEPARTMENT, as well as its governing body, officials, agents, volunteers, and employees, harmless from any and all claims of any type, including negligence, and all attorney's fees and related costs, made on account of any loss through personal injuries, deaths, or property damages, arising directly or indirectly out of the sole or concurrent negligence, or the sole or concurrent intentional acts or omissions of the DISTRICT or its commissioners, officials, agents, employees, volunteers, contractors, subcontractors, or representatives in performing under this Agreement, except where the DEPARTMENT is concurrently negligent or has committed concurrent intentional acts or omissions. It is expressly understood and agreed that, in the execution of this Contract, neither DISTRICT or DEPARTMENT waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against any claims by third parties arising in the exercise of its governmental powers or other powers or functions or pursuant to the Texas Tort Claims Act or other applicable statute, law, rule, or regulation, including, but not limited to sovereign or official immunity. In accordance with Texas Government Code, Section 791.006 regarding assignment of civil liability, and except as otherwise provided by applicable law, including, but not limited to, regulations regarding workers compensation insurance, each party hereto shall be responsible for injuries or death to its employees and volunteers while performing services under this Agreement. The DEPARTMENT or DISTRICT shall not be liable for benefits or any other compensation for injuries or death of the other party's employees or volunteers while performing services under this Agreement. An employee or volunteer shall be deemed to be performing services when en route to, en route from, or at the scene of a call or emergency. Specifically citing Texas Government Code Section 791.006 (a-1), the DISTRICT and DEPARTMENT agree that, for purposes of determining civil liability for non-party claims, the act of any person or persons while fighting fires, providing rescue services, providing EMS services, traveling to or from any type of emergency call or emergency scene, or in any manner furnishing services in accordance with this Agreement, shall be the act of the party performing such act. The payment of any and all civil or other liability, including negligence, resulting from the furnishing of services under this Agreement is the responsibility of the individual DEPARTMENT or DISTRICT performing such acts. This shall specifically include, but not be limited to, the payment of court costs, expenses, and attorneys' fees resulting from any such claim or lawsuit. The DEPARTMENT and DISTRICT agree that the assignment of liability described in this Section is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code.

ARTICLE V
PAYMENTS BY DISTRICT

Section 5.01 Methods of obtaining Funds from the District –

1. Payment for Services – The length of this Contract will be from October 1, 2024 through September 30, 2025. After meeting its obligations for operating expense, debt service and establishment of a reserve fund, and other costs and expenses as determined by the DISTRICT, the DISTRICT shall annually compensate the DEPARTMENT for the services provided by the DEPARTMENT in the amount of $ 360,774.00 will be payable in twelve (12) monthly installments of $ 30,064.50 on or before the 25th of each month. All funds to be provided hereunder shall be from current funds only, and the DISTRICT reserves the right to withhold any payment or appropriation of the above amount if the DEPARTMENT is in breach of this Contract and reserves its right of non- appropriation.

2. The DEPARTMENT may be eligible to receive additional funding through the District's Incentive Program (Appendix B). Any additional funding shall be paid in addition to the payment provided pursuant to subsection (1) above. The payments required in subsection (1) shall not be affected if the DEPARTMENT receives additional funding pursuant to this subsection (2).

3. Advance Funding – As unbudgeted or emergency needs arise; the DEPARTMENT may submit a proposal in writing to the DISTRICT for advance funding. The proposal shall itemize the proposed expenses, but final approval of the proposal shall be decided by the DISTRICT on the basis of need and available funds.

4. Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the DEPARTMENT are for maintenance and operation expenses only in the provision of the Fire and EMS Services set forth herein, and the DEPARTMENT, unless otherwise agreed to by the parties hereto in writing, shall not use any DISTRICT Funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the DEPARTMENT shall remain the sole property of the DEPARTMENT unless District funds are used to purchase, lease or otherwise acquire real or personal property. The parties further agree that the DISTRICT does not have any ownership interest in the real and personal property of the DEPARTMENT, except for that real or personal property purchased with DISTRICT Funds. The DISTRICT payments under this Agreement do not create an ownership interest in the real and personal property of the DEPARTMENT, unless such DISTRICT Funds are used in contravention of this provision and applicable law, and DISTRICT Funds are used to purchase such real or personal property.

5.02 **Radio User Fees** the DISTRICT will pay radio user fees for up to twenty-four ((24)) radios for the DEPARTMENT. Any user fees above twenty-four ((24)) for the DEPARTMENT shall be solely the responsibility of the DEPARTMENT. Payment of radio use fees in excess of twenty-four ((24)) per DEPARTMENT will be in reduction of the DISTRICT'S contractual payments hereunder for Emergency Services provided by the DEPARTMENT, unless otherwise paid for by the DEPARTMENT with proof of payment submitted by the DEPARTMENT to the DISTRICT. The 2024-25 radio user fee is set at $19.78 per radio per month, or $237.36 annually, and any other fees or amounts will be borne by the DEPARTMENT as set follows: for twenty-four (24) radios or less, the DISTRICT pays the radio user fees, and for each additional radio, DEPARTMENT shall pay $237.36 per radio per year as set forth herein.

ARTICLE VI
ASSIGNMENT AND MODIFICATION

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

ARTICLE VII
MISCELLANEOUS

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

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

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

Section 7.03 <u>Reports and Other Information</u> –

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

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

Section 7.05 <u>Term of Contract</u> – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2024 and ending at 12:00 midnight on September 30, 2025. It is understood by the DEPARTMENT and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2025.

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

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

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

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

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

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

If to the **DISTRICT**:

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

If to the **DEPARTMENT**:

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

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

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

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

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

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

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

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

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

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

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

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

Contract Affidavit

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

Signed this __________day of ______________________________, 2024.

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

By: _______________________________________
Gerald Miller, President

Sworn and subscribed to me this _______Day of ______________________, 2024.

____
SEAL Notary Public, State of Texas

ATTEST:

BY: _______________________________________
Phil Williams, Secretary

Sworn and subscribed to me this _______Day of ______________________, 2024.

____
Notary Public, State of Texas

SEAL

Contract Affidavit

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

Signed this _______Day of ___________________________, 2024.

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

BY: ______________________________________
Mayor or other Authorized Representative

Jacob Wheat
Printed Name

Sworn and subscribed to me this ______Day of ______________________, 2024.

____
Notary Public, State of Texas

SEAL

ATTEST:

BY: ____
City Secretary

Beth A. Walls
Printed Name

Sworn and subscribed to me this ______Day of ______________________, 2024.

____
Notary Public, State of Texas

SEAL

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2024-2025

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

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

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

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF'S OFFICE.

B. Services to be performed by JOHNSON COUNTY SHERIFF'S OFFICE:

1. JOHNSON COUNTY SHERIFF'S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity's Police Department/EMS Department Number.
2. JOHNSON COUNTY SHERIFF'S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF'S OFFICE Telephone complaints.
3. JOHNSON COUNTY SHERIFF'S OFFICE will upon receipt of a telephone complaint notify, <u>according to the information and belief of the JOHNSON COUNTY SHERIFF'S OFFICE</u>, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
4. JOHNSON COUNTY SHERIFF'S OFFICE will receive and record radio transmissions from Entity's Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
5. JOHNSON COUNTY SHERIFF'S OFFICE will provide and make available its teletype service to the Entity's Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF'S OFFICE will use the Entity's Police Department Number CDC or TX numbers on all messages for Entity's Police Department.
6. JOHNSON COUNTY SHERIFF'S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity's Police Department units. The Entity's Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
7. JOHNSON COUNTY SHERIFF'S OFFICE will make available to the Entity's Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF'S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

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

ARTICLE II – PAYMENTS

A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit “A,” which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County’s fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.

B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

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

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

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

ARTICLE IV – INDEMNIFICATION

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

ARTICLE V – FORCE MAJEURE

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

B. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.

D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2025. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.

B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity's duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY'S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.

E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.

F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

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

JOHNSON COUNTY

Christopher Boedeker
County Judge

Date

Adam King
County Sheriff

Date

Attest:

April Long
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2024

Total Personal Cost for Dispatch 07-01-2023 - 06-30-2024 $1,697,389.45
25% of total personnel cost: $424,347.36

Calls for Service 07-01-2023 00:00:00 - 06-30-2024 23:59:59

Agency	All Console Calls	All Console Calls W/out Assist Calls	Total Assist Calls
Alvarado PD	6129	5919	210
Alvarado Marshal	3	3	0
Alvarado ISD	142	140	2
Joshua PD	2109	2021	88
Godley PD	4269	4195	74
Grandview PD	2213	2132	81
Rio Vista PD	1241	1166	75
Venus PD	5120	4954	166
Keene PD	2274	2145	129
Joshua ISD PD	345	334	11
Joshua Fire Marshal	22	22	0
Rio Vista ISD	25	25	0
Venus ISD PD	58	57	1
Keene ISD PD	123	119	4
Godley ISD PD	73	72	1
Total		23304	

Formual Amount= 100/ 23304 0.004291109

Percentage of Calls For Service

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

Alvarado PD	25.3991
Alvarado Marshal	0.0129
Alvarado ISD	0.6008
Joshua PD	8.6723
Godley PD	18.0012
Grandview PD	9.1486
Rio Vista PD	5.0034
Venus PD	21.2582
Keene PD	9.2044
Joshua ISD PD	1.4332
Joshua Fire Marshal	0.0944
Rio Vista ISD	0.1073
Venus ISD PD	0.2446
Keene ISD PD	0.5106
Godley ISD PD	0.3090

EXHIBIT "A"

DISPATCH FEES BEGINNING OCTOBER 1, 2024

Total Cost to Agency

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

Alvarado PD	$107,780.30
Alvarado Marshal	$54.63
Alvarado ISD	$2,549.29
Joshua PD	$36,800.81
Godley PD	$76,387.62
Grandview PD	$38,822.03
Rio Vista PD	$21,231.94
Venus PD	$90,208.41
Keene PD	$39,058.75
Joshua ISD PD	$6,081.88
Joshua Fire Marshal	$400.60
Rio Vista ISD	$455.23
Venus ISD PD	$1,037.92
Keene ISD PD	$2,166.90
Godley ISD PD	$1,311.06
Total	$424,347.36

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT FOR DISPATCHING SERVICES FOR BUDGET YEAR 2024-2025

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

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

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

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

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

ARTICLE I – SCOPE OF SERVICES

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

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF'S OFFICE.

B. Services to be performed by JOHNSON COUNTY SHERIFF'S OFFICE:

1. JOHNSON COUNTY SHERIFF'S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity's Police Department/EMS Department Number.
2. JOHNSON COUNTY SHERIFF'S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF'S OFFICE Telephone complaints.
3. JOHNSON COUNTY SHERIFF'S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF'S OFFICE, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
4. JOHNSON COUNTY SHERIFF'S OFFICE will receive and record radio transmissions from Entity's Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
5. JOHNSON COUNTY SHERIFF'S OFFICE will provide and make available its teletype service to the Entity's Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF'S OFFICE will use the Entity's Police Department Number CDC or TX numbers on all messages for Entity's Police Department.
6. JOHNSON COUNTY SHERIFF'S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity's Police Department units. The Entity's Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
7. JOHNSON COUNTY SHERIFF'S OFFICE will make available to the Entity's Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF'S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

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

ARTICLE II – PAYMENTS

A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit "A," which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County's fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.

B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

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

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

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

ARTICLE IV – INDEMNIFICATION

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

ARTICLE V – FORCE MAJEURE

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

B. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.

D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2025. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.

B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity's duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY'S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

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

B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.

E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.

F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

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

JOHNSON COUNTY

______________________	______________________
Christopher Boedeker County Judge	Date
______________________	______________________
Adam King County Sheriff	Date

Attest:

______________________	______________________
April Long County Clerk	Date

ENTITY

______________________	______________________
Signature	Date

____
Printed Name

____
Title

______________________	______________________
Chief of Police	Date

Attest:

______________________	______________________
Signature	Date

____
Printed Name

____
Title

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2024

Total Personal Cost for Dispatch 07-01-2023 - 06-30-2024	$1,697,389.45
25% of total personnel cost:	$424,347.36

Calls for Service 07-01-2023 00:00:00 - 06-30-2024 23:59:59

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Godley PD	4269	4195	74
Grandview PD	2213	2132	81
Rio Vista PD	1241	1166	75
Venus PD	5120	4954	166
Keene PD	2274	2145	129
Joshua ISD PD	345	334	11
Joshua Fire Marshal	22	22	0
Rio Vista ISD	25	25	0
Venus ISD PD	58	57	1
Keene ISD PD	123	119	4
Godley ISD PD	73	72	1
Total		23304	

Formual Amount= 100/ 23304 0.004291109

Percentage of Calls For Service

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

Alvarado PD	25.3991
Alvarado Marshal	0.0129
Alvarado ISD	0.6008
Joshua PD	8.6723
Godley PD	18.0012
Grandview PD	9.1486
Rio Vista PD	5.0034
Venus PD	21.2582
Keene PD	9.2044
Joshua ISD PD	1.4332
Joshua Fire Marshal	0.0944
Rio Vista ISD	0.1073
Venus ISD PD	0.2446
Keene ISD PD	0.5106
Godley ISD PD	0.3090

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2024

Total Cost to Agency

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

Alvarado PD	$107,780.30
Alvarado Marshal	$54.63
Alvarado ISD	$2,549.29
Joshua PD	$36,800.81
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Keene PD	$39,058.75
Joshua ISD PD	$6,081.88
Joshua Fire Marshal	$400.60
Rio Vista ISD	$455.23
Venus ISD PD	$1,037.92
Keene ISD PD	$2,166.90
Godley ISD PD	$1,311.06
Total	$424,347.36

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

INTERLOCAL COOPERATION AGREEMENT
FOR HOUSING CITY'S CLASS C MISDEMEANOR PRISIONERS
FOR BUDGET YEAR 2024-2025

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

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

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

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

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

SECTION 1.
FACILITIES

1.1 **<u>In General</u>**. County represents and warrants that the facilities provided for detention of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

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

SECTION 2.
GENERAL DUTIES OF COUNTY

2.1 **<u>Class C Misdemeanor Only</u>**. This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.

2.2 **<u>Housing and Care of Prisoners</u>**. County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

SECTION 3.
MEDICAL SERVICES

3.1 **<u>Payment.</u>** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical expenses greater than two hundred fifty dollars ($250.00) for any one prisoner.

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

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

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

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

3.6 **Medical Information**. The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each prisoner.

SECTION 4.
TRANSPORTATION AND OFF-SITE SECURITY

4.1 **Transportation**. The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.

4.2 **Stationary Guard**. The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

SECTION 5.
AVAILABLE JAIL SPACE

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

SECTION 6.
PAYMENTS

6.1 **<u>Per-day Rate</u>**. The per-day rate for detention services under this Agreement is **$69.94** per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four-hour (24) period.

6.2 **<u>Billing Procedure</u>.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

Police Department

____
Name of City

____
Street Address or P. O. Box

____
City, State and Zip Code

____
Email Address

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

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

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

SECTION 7.
TERM

7.1 **Term**. The term of this Agreement shall be from October 1, 2024 through September 30, 2025.

SECTION 8.
PRISONER SENTENCES

8.1 **Prisoner Sentences**. The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.

8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Chief of Police of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m. until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every twenty-four-hour (24) period

8.3 **City Responsibilities**. City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

SECTION 9.
CONFINEMENT PROCEDURES

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

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

SECTION 10.
LIAISON OFFICERS

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

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

SECTION 11.
LIABILITY

11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.

11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.

11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.

11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.

11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.

11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.

SECTION 12.
NOTICE

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

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

____
Name

____
Street Address or P. O. Box

____
City, State and Zip Code

____
Email Address

With a copy to:

____
Name

____
Street Address or P. O. Box

____
City, State and Zip Code

____
Email Address

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

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

With copies to:

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

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

SECTION 13.
TERMINATION

13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.

13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

SECTION 14.
MISCELLANEOUS PROVISIONS

14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.

14.2 **Prior Agreements**. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

14.3 **Choice of Law and Venue**. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.

14.5 **Funding Source**. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.

14.6 **Heading**. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.

14.8 **Severability**. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

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

CITY

_______________________________ Date:____________________
Signature

____
Printed Name
City Manager or Mayor

Attest:

_______________________________ Date:____________________
Signature

____
Printed Name
City Secretary

JOHNSON COUNTY

_______________________________ Date: ____________________
Christopher Boedeker, County Judge

_______________________________ Date:____________________
Adam King, Sheriff

Attest:

____
April Long, County Clerk

THE STATE OF TEXAS §

§ KNOW ALL BY THESE PRESENTS

COUNTY OF JOHNSON §

AMENDMENT TO COMMUNICATIONS SYSTEM AGREEMENT EFFECTIVE OCTOBER 1, 2024

This Amendment to Communications System Agreement Effective October 1, 2024 (the "Amendment") is made and entered into by and between Johnson County, Texas, a political subdivision of the State of Texas ("County") acting herein by and through its duly authorized Commissioners Court, and the City of Alvarado ("USER"), a municipal corporation, acting herein by and through its duly authorized City Council, individually referred to as a "Party," collectively referred to herein as the "Parties" and is an amendment to the Communications System Agreement (the "Agreement") between County and User currently in effect. The term County shall include all employees, directors, officials, agents, and authorized representatives of County. The term USER shall include all employees, directors, officials, agents, and authorized representatives of USER.

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

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

NOW THEREFORE, COUNTY AND USER agree as follows:

1. Effective October 1, 2024 USER shall pay the County an Annual Subscriber Unit Fee in the amount of $29.30 per month, per subscriber radio, payable in advance on an annual basis for all active radio IDs issued to USER at the time of the annual billing.
2. The person signing this agreement hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective Party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other Party is fully entitled to rely on this warranty and representation in entering into this Amendment.
3. This Amendment shall in no way affect or modify any other terms and conditions of the aforementioned Agreement.

EXECUTED IN MULTIPLE ORIGINALS as of the dates below.

COUNTY:

By: ______________________________________ Date: _________________________
Christopher Boedeker, County Judge

Attest:

____ Date: _________________________
April Long, County Clerk

USER:

By: _______________________________________ Date: _________________________
Printed Name: ______________________________
Title: ______________________________________

Attest:

By: _______________________________________ Date: _________________________
Printed Name: ______________________________
City Secretary

City Council Meeting Management Report

Meeting Date: September 16, 2024

Contact: Justin French, Community Development Director

AGENDA ITEM:

Hold a public hearing and consideration and action approving an ordinance amending the zoning ordinance regulations in Chapter 42 of the Alvarado Code of Ordinances, relating to *building material/hardware sales with and without outside storage* in the Central Business District.

BACKGROUND & FINDINGS:

Regulations and districts in the Alvarado zoning ordinance are established in accordance with the comprehensive plan, for the purpose of promoting the health, safety, morals and welfare of the City. From time to time the City Council may find it necessary to amend the zoning regulations to address new uses and development trends. The attached ordinance has been prepared to provide use allowances that are not presently in ordinance today and provide design criteria for such uses.

FINANCIAL IMPACT:

None.

RECOMMENDATION:

On September 12, 2024, the Planning and Zoning Commission recommended approval on the drafted Ordinance 2024-0018 with a change from all outside display and storage being on a paved concrete surface to no less than 50% of all outside display and storage being on a paved concrete surface.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

Current Sec. 42-33 CBD District

Current Sec. 42-55 Supplementary District Regulations (Outdoor Display)

Drafted Ordinance 2024-0018

Sec. 42-33. CBD central business district.

(a) *Purpose.* The CBD district is established to accommodate the unique characteristic of the historical center of the city and to ensure that future development in the CBD district is compatible with maintaining the economic and historic integrity of the area. The central business district is designed to provide an area for shopping, dining, working, residing, and entertainment which will remain active during evenings and weekends as well as standard work hours. Historically, the retail and cultural core of the city, the CBD includes the central downtown area of the city, extending from Patton Street to Atchley Street and from Spears Street to Sparks Street, the CBD is projected as a mixed-use district that will including residential, retail and commercial uses as set forth in this section.

(b) *Permitted uses and parking regulations.* The CBD allows commercial, retail and residential-above-retail/commercial uses. Where a residential use occurs above a retail or commercial use, the facade of the building should differentiate between the two uses with architectural features, e.g., different window designs, contrasting exterior surfaces, harmonizing colors or other subtle distinctions. The minimum area for a residential unit that is located over a commercial/retail/office use shall be 650 square feet. In the CBD business district, no buildings or land shall be used or undertaken, and no buildings shall be hereafter erected, placed, reconstructed, altered or enlarged, unless otherwise provided in this chapter, except for the following uses:

USE	PARKING REGULATIONS
Accessory building to main use	1 space per employee to be occupying the building
Antique shop	1 space for every 200 square feet of floor area
Arts, crafts store (inside sales)	1 space for every 200 square feet of floor area
Bakery and confectionary, retail sales	1 space per 300 square feet of gross floor area
Bank, savings and loan, credit union	1 space per 200 square feet of gross floor area
Bar, tavern, nightclub	1 space per 300 square feet of gross floor area
Barbershop	1 space per 200 square feet of gross floor area
Beauty shop	1 space per 200 square feet of gross floor area
Bowling alley	Six spaces for each lane
Business service	1 space per 300 square feet of gross floor area
Candle manufacturing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Custom personal service shop	1 space per 200 square feet of gross floor area
Discount, variety, or department store	1 space per 200 square feet of gross floor area
Drapery, needlework, or weaving shop	1 space per 300 square feet of gross floor area
Florist	1 space per 300 square feet of gross floor area
Furniture, appliance store	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
General merchandise indoor auction	1 space per 300 square feet of gross floor area
General merchandise store	1 space per 200 square feet of gross floor area
Gymnastic or dance studio	1 space for each three seats at maximum seating capacity, plus 1 space for each 200 square feet
Handcraft shop	1 space per 300 square feet of gross floor area
Library	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet.

	If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Local utility distribution lines	0 spaces
Mobile food vendor	0 spaces
Museum or art gallery	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Office center	1 space per 300 square feet of gross floor area
Office, professional or general administrative	1 space per 300 square feet of gross floor area
Personal service shop	1 space per 200 square feet of gross floor area
Print shop	1 space per 300 square feet of gross floor area
Restaurant or cafeteria, without drive-in or drive-through service	1 parking space per 100 square feet of gross floor area
Tattoo parlor/body piercing studio	1 space per 200 square feet of gross floor area
Second hand store, furniture/clothing	1 space per 200 square feet of gross floor area
Service, retail	1 space per 200 square feet of gross floor area
Shopping center	1 space per 200 square feet of gross floor area. The total floor area used for restaurants and cafeterias (but not including private clubs) which exceeds 10 percent of the shopping center floor area, shall require an additional 1 parking space per 100 square feet of gross floor area
Studio (photographer, musician, artist)	1 space per 200 square feet of gross floor area
Telephone exchange	1 space per employee
Telephone line	0 spaces
Theater (indoor)	1 space for each 4 seats or bench seating spaces

(c) *Site plan required.* A site plan, meeting the requirements of section 42-56, site plan requirements, shall be required for each development application for any permitted use in the CBD district.

(d) *Development requirements.*

Minimum lot area:	None
Minimum lot width:	None
Minimum lot depth:	None
Minimum front yard:	None
Minimum side yard:	None
Minimum rear yard:	None
Maximum ground coverage:	None
Maximum density per acre:	None
Height:	None

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

USE	PARKING REGULATIONS
Amusement, commercial (indoor or outdoor)	1 space for every 1,000 square feet of gross floor area
Arcade	1 space for every 200 square feet of floor area
Arts, crafts store (outdoor sales)	1 space for every 200 square feet of floor area or
Bakery and confectionary, commercial	1 space per 300 square feet of gross floor area
Building materials, hardware (inside storage) Building materials, hardware (inside & outside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Community center, private	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Community center, public	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains
Dance hall	1 space per 100 square feet of gross floor area
Exhibition area	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Food store; grocery store	1 space per 300 square feet of gross floor area
Forge plant	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Foundry (iron, steel, brass or copper)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Glass products	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Metal dealer, crafted precious	1 space per 300 square feet of gross floor area
Metal fabrication	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Musical instrument manufacturing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1

	space per 1,000 square feet of gross floor area, whichever is greater
Park, playground or recreation center (public or private)	1 space per acre plus additional parking per facility constructed as herein provided
Parking lot or parking garage, automobile	1 space per employee, plus 1 space per vehicle to be parked
School, commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area

(f) *Masonry requirements.*

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

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

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

(g) *Signs.* Projection signs may be erected in the CBD in accordance with the requirements of this subsection. The horizontal portion of any projecting sign shall not be more than six feet in length measured from the building face and shall not be closer than two feet from the back of the curb line. The height of a projection sign shall not exceed four feet and shall be an integral part of the architectural design of the attached building. The vertical clearance of a projection sign shall be as shown below:

Vertical Clearance	Maximum Projection
7 feet or less	3 inches
7 — 8 feet	12 inches
8 feet or more	4 inches

Signs on commercial buildings should fit within existing features of the building's facade and not detract from or hide significant architectural details of the building. Sign styles common between the 1880's and 1950's are appropriate for the CBD.

(h) *Architectural guidelines.*

(1) New development sites within the CBD shall not be permitted unless integrated with other historic buildings within the area to maintain the functional and visual appearance of the historic architectural style.

(2) Buildings within the CBD shall be oriented toward the streets and pedestrian traffic in order to create a cohesive, pedestrian-oriented development plan. Building fronts and sidewalks may also be maintained for outdoor uses such as cafes, restaurant seating, street side seating, etc. Parking areas may be located in the front or rear of buildings to improve the overall appearance of the development from the street.

(3) New development/renovation in the CBD may incorporate design elements dating from the 1800's and early 1900's. Retail uses are preferred with parking in common areas. Roof lines featuring parapets, articulated cornice line, articulated ground floor levels, and strong comer treatments are a few of the design options. Exterior finishes should utilize the classic base colors of the state environment, e.g., tan, ochre, beige and terra cotta.

(4) A high quality durable base material, such as terra cotta, natural stone, cast stone, clay fired tile, or other approved masonry material is suggested for building facades abutting the sidewalk. The base should be a minimum of 18 inches in height and appropriately proportioned and detailed for the facade of the building.

(i) *Design.* A minimum of three of the following elements must be incorporated in the design of a new or refurbished building in the CBD:

(1) Overhangs.

(2) Cornices.

(3) String courses.

(4) Peaked roof forms.

(5) Arches.

(6) Lintels.

(7) Pilasters.

(8) Rustication.

(9) Canopies.

(10) Awnings or porticos.

(11) Outdoor patios.

(j) *Pedestrian circulation requirements.* Each lot within the CBD must provide on-site pedestrian facilities or public plazas or spaces that encourage pedestrian traffic on and to adjacent properties.

(k) *Street furnishings and lighting.* Private new developments and expansions to existing developments within the CBD shall coordinate the selection and installation of street furniture and lighting in accordance with the standards approved by the city for the public areas adjacent to streets, in order to maintain design continuity.

(Ord. No. 2015-005, § 1, 4-20-2015)

Sec. 42-55. Supplementary district regulations.

(a) *Generally.* To the extent applicable, the regulations set forth in this section shall supplement the general regulations set forth in the various zoning districts, and to the extent there is a conflict between such general regulations and these supplementary district regulations, these supplementary district regulations shall supersede them.

(j) *Outdoor display.* The outside display or sale of goods, products, or inventory is not permitted within the non-residential zoning districts except as set forth herein or as specifically authorized in each district.

(1) C-1 and C-2 commercial districts.

a. Outside display or sale of goods, products, or inventory shall be permitted only on the sidewalk adjacent to the building; provided such goods, products or inventory shall not extend more than ten feet from the building and shall not be more than five feet in height; and provided further, that there shall be at least five feet in width of unobstructed sidewalk remaining.

b. The restrictions in subsection (j)(1)a. shall not be construed to prohibit the following, provided the sidewalk clearances as stated in subsection (j)(1)a. are met:

1. Storage and display of Christmas trees for a period not to exceed 60 days prior to and five business days after Christmas Day each year.

2. Merchandise dispensing units placed adjacent to a building.

3. Storage and display of merchandise normally placed on gasoline pump islands.

4. Storage, display, and sale of newspapers in newspaper racks or the outside display of merchandise by a retail landscape nursery.

5. "Sidewalk sales" for periods not exceeding five days in each month.

c. The accessory seasonal display of plant and related landscape materials such as fertilizer, peat moss, and ornamental landscape items by a permitted retail use may be displayed upon approval by the zoning administrator only under the following conditions:

1. The plants and related materials shall be located on an all-weather hard surface.

2. All of the plant and related materials shall be located behind the front and side building lines.

3. The storage area for display of plants and related materials shall not occupy any required parking spaces. Excess parking spaces may be used if all other requirements in this subsection (j) are met.

4. The storage area for display of plants shall not occupy more than five percent of the total lot area.

d. The restrictions in subsection (j)(1)a. shall be construed to prohibit the storage and display of rental trailers and trucks except in districts where such uses are indicated as permitted uses.

(2) In districts M-1 and M-2 that do not abut a residential district, the following regulations shall apply:

a. Outdoor display shall not be located in any required parking/loading space.

b. If display is located within the required front yard setback, the stacking height of merchandise/inventory shall not exceed five feet nor shall merchandise/inventory be located within the public open space easement or visibility triangle of a corner lot.

c. The restrictions in subsection (j)(2)b. shall not be construed to prohibit the following, provided the height restrictions as stated in subsection (j)(2)b. are met.

1. Storage and display of Christmas trees for a period not to exceed 60 days prior to and five business days after Christmas Day each year.
2. Merchandise dispensing units placed adjacent to a building.
3. Storage and display of merchandise normally placed on gasoline pump islands.
4. Storage, display, and sale of newspapers in newspaper racks or the outside display of merchandise by a retail landscape nursery.

(3) In districts M-1 and M-2 that abut a residential district, the following regulations shall apply:

a. Outdoor display shall not be located in any required parking/loading space.

b. Any property line of the non-residential district adjacent to a residential district shall be screened from view with a screening device as defined in this chapter.

c. No stacking of outdoor displays shall exceed the height of the required screening device.

d. If display is located within the required front yard setback, the stacking height of merchandise/inventory shall not exceed five feet nor shall merchandise/inventory be located within the public open space easement or visibility triangle on a corner lot.

e. A ten-foot landscaped buffer strip shall be installed adjacent to the screening device. Said landscaped buffer strip shall consist of dense evergreen shrubs, each shrub being from no less that a five-gallon container, capable of growing a minimum of six feet in height within two years of planting. A combination of evergreen shrubs and trees accomplishing the same effect as stated above may be used.

f. The prohibition in subsection (j)(3)d. shall not apply to:

1. Storage and display of Christmas trees for a period not to exceed 60 days prior to and five business days after Christmas Day each year.
2. Merchandise dispensing units placed adjacent to a building.
3. Storage and display of merchandise normally placed on gasoline pump islands.
4. Storage display and sale of newspapers in newspaper racks.

(m) *Parking of major recreational vehicles in a street or public right-of-way.* in all residential districts, major recreational vehicles may be parked on a street for the express purpose of being loaded or unloaded only. Such vehicles shall not be parked in any street or public right-of-way for a period exceeding 24 hours.

(n) *Parking of vehicles for the purpose of sale.* No vehicle shall be parked on any property within the city for the principal purpose of displaying such vehicle for sale except:

(1) On a property that is zoned and licensed for vehicle sales; or

(2) On residentially zoned property not more than one vehicle may be displayed for sale at any time if such vehicle is owned by a resident on the residential premises. There shall be a rebuttable presumption that a vehicle is parked for the principal purpose of displaying said vehicle for sale if it is parked in such a location with a "for sale" sign or other indication that the vehicle is for sale.

(Ord. No. 2015-005, § 1, 4-20-2015)

ORDINANCE NO. 2024-0018

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING CHAPTER 42, "ZONING" OF THE CODE OF ORDINANCES, CITY OF ALVARADO, TEXAS, AS AMENDED, BY REMOVING THE SPECIFIC USE PERMIT REQUIREMENT AND ALLOWING BY-RIGHT IN THE CENTRAL BUSINESS DISTRICT THE USE OF BUILDINNG MATERIALS/HARDWARE STORE WITH INSIDE AND OUTSIDE STORAGE; AND BY ADDING SUPPLEMENTARY REGULATIONS FOR THE CENTRAL BUSINESS DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICAITON IN THE OFFICAL NEWSPAPER AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Planning and Zoning Commission of the City of Alvarado, Texas held a public hearing on September 12, 2024, with respect to the proposed amendments described herein and recommended approval by a vote of 3 in favor and zero opposed; and

WHEREAS, in accordance with Section 211 of the Texas Local Government Code the City Council of the City of Alvarado, Texas held a public hearing on September 16, 2024, with respect to the proposed amendments described herein; and

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

WHEREAS, the City Council finds that the amendments as outlined herein are in the best interest of the City of Alvarado and will promote the health, safety, and general welfare of the citizens of the City of Alvarado and the general public.

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

SECTION 1.

Section 42-33(e) of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, as amended, is hereby amended by the deletion of the requirement of a specific use permit for building materials, hardware store (inside storage) and building materials, hardware store (outside and inside storage) in the Central Business District.

***

USE	PARKING REGULATIONS
Building materials, hardware (inside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Building materials, hardware (outside and inside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet

***”

SECTION 2.

Section 42-33(b) of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, as amended, is hereby amended by the addition of building materials, hardware store (inside storage) and building materials, hardware store (outside and inside storage) as permitted uses by-right in the Central Business District.

***

USE	PARKING REGULATIONS
Building materials, hardware sales (inside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Building materials, hardware sales (outside and inside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet

***”

SECTION 3.

Section 42-55 of Chapter 42, “Zoning,” of the Code of Ordinances, City of Alvarado, Texas, as amended, is hereby amended by the addition of the following.

***

(j) Outdoor display. The outside display or sale of goods, products, or inventory is not permitted within the non-residential zoning districts except as set forth herein or as specially authorized in each district.

(4) In the CBD, the following regulations shall apply:
   a. No less than fifty percent (50%) of all outdoor display and outdoor storage must be located on a paved concrete surface.

***”

SECTION 4.

This ordinance shall be cumulative of all other ordinances of the City of Alvarado, Texas, as amended, and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 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 sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6.

All rights or remedies of the City of Alvarado, Texas are expressly saved as to any and all violations of any ordinance affecting subdivisions or design standards that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7.

Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the City Council of the City of Alvarado shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 9-67 of the Code of Ordinances, City of Alvarado, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

SECTION 8.

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

SECTION 9.

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED ON this the 16th day of September, 2024.

CITY OF ALVARADO

By: ________________________________
Jacob Wheat, Mayor

ATTEST:

____
Beth A. Walls, City Secretary

PUBLIC NOTICE

Notice is hereby given that the Alvarado Planning and Zoning Commission will conduct a public hearing at their regularly scheduled meeting on Thursday, September 12, 2024 at 6:30 p.m. to consider and act on the items below in the Council Chambers at Alvarado City Hall, 104 W. College Avenue.

Application by Natasha Harris on behalf of 379 Property Group for approval of a specific use permit in the General Commercial (C-2) District with Floodplain (FP) Overlay for *child care center* use on 0.195 acres known as Tract 110 of the I. Glaze Survey, Abstract 313, addressed at 202 N. Parkway Drive.

Consideration and action approving an ordinance amending the zoning ordinance regulations in Chapter 42 of the Alvarado Code of Ordinances, relating to *building materials/hardware store* use in the Central Business District (CBD).

The Alvarado City Council will also conduct a public hearing and consider the recommendations of the Planning and Zoning Commission regarding the above matters on Monday, September 16, 2024 at 6:30 p.m. in the Council Chambers at Alvarado City Hall, 104 W. College Avenue.

City Council Meeting Management Report

Meeting Date: September 16, 2024
Contact: Laura Cox, Chief Financial Officer

AGENDA ITEM:
Consider Ordinance 2024-0015 adopting the Proposed Budget for Fiscal Year 2024-2025 beginning on October 1, 2024, and ending on September 30, 2025, for the City of Alvarado, Texas.

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

In compliance with Local Government Code §102.006, a public hearing was held on Monday, September 9, 2024, to provide the governing body an opportunity to communicate with interested persons regarding the proposed budget before adoption. Notice of this public hearing was announced at the August 19, 2024 City Council meeting. Additionally, it was published in the Cleburne Times-Review on August 27, 2024 and posted on the City's website.

FINANCIAL IMPACT:
This ordinance will adopt the Fiscal Year 2024-2025 budget.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Budget Adoption Ordinance 2024-0015
2. Exhibit "A" – Updated Proposed FY 2024-2025 Annual Budget

ORDINANCE NO. 2024-0015

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, APPROVING AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT, AND ACCOUNT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (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 enabling legislation of the State of Texas; and

WHEREAS, the City Manager submitted a budget proposal to the City Council prior to the beginning of the fiscal year and, in said budget proposal, set forth the estimated revenues and expenditures; and

WHEREAS, the City Manager has filed with the City Secretary a budget outlining all proposed expenditures of the government of the City for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (hereinafter referred as the "Budget"); and

WHEREAS, the proposed Budget has been on file with the City Secretary prior to the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year, has been available for inspection by any person upon request, and has been posted on the City's website; and

WHEREAS, the Budget, a copy of which is attached hereto as **Exhibit A** and incorporated herein for all purposes, specifically sets forth each of the various projects for which appropriations are delineated, and the estimated amount of money carried in the Budget for each of such projects; and

WHEREAS, the Budget has been filed with the City Secretary for at least thirty (30) days before the date the City Council made its tax levy for the fiscal year and such Budget has been available for inspection by any taxpayer; and

WHEREAS, the City held the public hearing on September 9, 2024, during a special called City Council Meeting at 6:30 p.m. held in the Council Chambers at City Hall located at 104 W. College, Alvarado, Texas, which was after the 15th day after the date the proposed Budget was filed with the City Secretary, but before the date the governing body made its tax levy; and

WHEREAS, the City Council has studied the Budget and listened to the comments of the taxpayers at the public hearing and has determined that the Budget attached hereto is in the best interest of the City and that same should be approved and adopted; and

WHEREAS, at the conclusion of the public hearing, the governing body of the City took action on the proposed Budget to announce the time, date, and location of the meeting at which the proposed Budget would be considered.

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

SECTION 1.

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2.

The Budget, attached hereto as **Exhibit A**, for the fiscal year beginning October 1, 2024 and ending September 30, 2025, as modified by the City Council, shall be and the same is, in all things adopted and approved as the Budget of the City of Alvarado for the fiscal year beginning October 1, 2024 and ending September 30, 2025, and there is hereby appropriated from the funds indicated such projects, operations, activities, purchases, and other expenditures as proposed in the Budget.

SECTION 3.

Pursuant to state law, no expenditure of the funds of the City shall hereafter be made except in compliance with the budget and applicable state law; provided, however, that in the case of grave public necessity emergency expenditures to meet unusual and unforeseen conditions, which could not be reasonably foreseen, diligent thought and attending have been included in the original Budget, may from time to time be authorized by the City Council as amendments to the original Budget.

SECTION 4.

The City Manager is hereby authorized to transfer budgeted funds from one line item to another line item, within any one department or within any one activity, provided that the total appropriation is not exceeded.

SECTION 5.

The City Council shall file or cause to be filed a true and correct copy of this Ordinance, along with the approved Budget attached hereto, and any amendments thereto, with the City Secretary. The City Secretary shall file or cause to be filed a true and correct copy of this Ordinance, along with the approved Budget attached hereto, and any amendments thereto, in the office of the County Clerk of Johnson County, Texas as required by state law.

SECTION 6.
CUMULATIVE CLAUSE

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

SECTION 7.
SEVERABILITY CLAUSE

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

SECTION 8.
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED ON THIS THE 16th DAY OF SEPTEMBER 2024, BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS.

	Aye	Nay	Abstention
Jacob Wheat, Mayor	________	________	____________
Carrie Keeton, Council Member, Place 1, Ward 1	________	________	____________
Lydia Moon, Council Member, Place 2, Ward 2	________	________	____________
Kevin Thomas, Council Member, Place 3, Ward 3	________	________	____________
Beverly Short, Council Member, Place 4, Ward 1	________	________	____________
Cherry Bryant, Council Member, Place 5, Ward 2	________	________	____________
Scott Arthur, Council Member, Place 6, Ward 3	________	________	____________

APPROVED:

____
Jacob Wheat, Mayor

ATTEST:

____
Beth A. Walls, City Secretary

EXHIBIT "A"

City of Alvarado

City of Alvarado

PROPOSED

Annual Budget

Fiscal Year 2024-2025

City of Alvarado
Fiscal Year 2024-2025
Budget Cover Page

Submitted herewith is the proposed 2024-2025 annual budget.

This budget will raise more total property taxes than last year's budget by $607,901 or 11.8%, and of that amount, $595,217 is tax revenue to be raised from new property added to the tax roll this year.

City Council Record Vote

The members of the governing body will vote for the adoption of the budget prior to October 1, 2024.

Jacob Wheat – Mayor	Presiding, not voting

Lydia Moon – Mayor Pro-Tem
Carrie Keeton
Kevin Thomas
Beverly Short
Cherry Bryant
Scott Arthur

Property Tax Rate Comparison

	FY 2024-2025	FY 2023-2024
Property Tax Rate	\$0.782572/\$100	\$0.811895/\$100
No-New-Revenue Tax Rate	\$0.782572/\$100	\$0.682476/\$100
No-New-Revenue Maintenance & Operations Tax Rate	\$0.5959342/\$100	\$0.531664/\$100
Voter-Approval Tax Rate	\$0.778998/\$100	\$0.757217/\$100
Debt Rate	\$0.146554/\$100	\$0.200067/\$100

Debt Obligation

The amount of the debt obligations for the City of Alvarado secured by property taxes for the 2024- 2025 budget:

$1,134,522

City of Alvarado, Texas

Budget
For Fiscal Year
October 1, 2024 to September 30, 2025

Mayor
Jacob Wheat

CITY COUNCIL

Carrie Keeton	Councilmember	Place 1, Ward 1
Lydia Moon	Mayor Pro-Tem	Place 2, Ward 2
Kevin Thomas	Councilmember	Place 3, Ward 3
Beverly Short	Councilmember	Place 4, Ward 1
Cherry Bryant	Councilmember	Place 5, Ward 2
Scott Arthur	Councilmember	Place 6, Ward 3

City of Alvarado
Mission Statement

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

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

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

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

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 1, GENERAL FUND, *Option A*

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Property (Ad Valorem) Tax	$ 3,121,170	$ 3,863,081	$ 3,865,008	$ 4,724,910
Non-Property Taxes	$ 2,329,986	$ 2,530,800	$ 2,407,284	$ 2,513,661
Franchise Fees	$ 540,932	$ 547,405	$ 593,458	$ 586,930
Licenses and Permits	$ 810,337	$ 473,000	$ 527,842	$ 524,010
Service Fees	$ 6,247	$ 5,626	$ 6,002	$ 6,000
Fines and Penalties	$ 361,816	$ 680,000	$ 848,867	$ 985,000
Interest Earnings	$ 506,516	$ 577,500	$ 583,601	$ 630,000
Rental Income	$ 38,445	$ 38,000	$ 41,713	$ 45,470
Other	$ 761,759	$ 950,498	$ 925,769	$ 996,856
Planned Utilization of Fund Balance	$ -	$ 59,407	$ -	$ 84,558
TOTAL REVENUES	$ 8,477,208	$ 9,725,317	$ 9,799,544	$ 11,097,395
EXPENDITURES				
Administration	$ 1,290,721	$ 463,256	$ 443,655	$ 492,386
Community Development/Code	$ 355,269	$ 520,131	$ 446,207	$ 621,611
Non-Dept.	$ 836,818	$ 936,045	$ 861,964	$ 851,982
City Secretary	$ 45	$ 165,633	$ 166,102	$ 196,289
Human Resources	$ 46	$ 90,105	$ 92,244	$ 106,449
Finance	$ 216	$ 364,921	$ 364,214	$ 399,449
Police	$ 2,295,043	$ 2,843,675	$ 2,880,999	$ 3,414,059
Commercial Vehicle Enforcement	$ 245,340	$ 268,111	$ 280,149	$ 288,184
Municipal Court	$ 283,520	$ 369,865	$ 369,006	$ 474,296
Fire	$ 2,121,249	$ 2,638,668	$ 2,724,886	$ 2,933,633
Animal Control	$ 205,436	$ 239,215	$ 233,188	$ 238,945
City Marshal	$ 30,666	$ 78,560	$ 95,422	$ 7,338
Streets	$ 146,850	$ 144,602	$ 163,199	$ 224,814
Library	$ 165,915	$ 183,742	$ 179,837	$ 185,185
Senior Center	$ 70,194	$ 38,187	$ 40,861	$ 6,191
Parks	$ 333,130	$ 380,601	$ 379,585	$ 656,584
TOTAL EXPENDITURES	$ 8,380,458	$ 9,725,317	$ 9,721,518	$ 11,097,395
REVENUE OVER/(UNDER) EXPENDITURES	$ 96,750	$ -	$ 78,026	$ -
Ending Fund Balance	$ 8,422,997	$ 8,422,997	$ 8,501,023	$ 8,501,023

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 1, GENERAL FUND, *Option B*

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Property (Ad Valorem) Tax	$ 3,121,170	$ 3,863,081	$ 3,865,008	$ 4,724,910
Non-Property Taxes	$ 2,329,986	$ 2,530,800	$ 2,407,284	$ 2,513,661
Franchise Fees	$ 540,932	$ 547,405	$ 593,458	$ 586,930
Licenses and Permits	$ 810,337	$ 473,000	$ 527,842	$ 524,010
Service Fees	$ 6,247	$ 5,626	$ 6,002	$ 6,000
Fines and Penalties	$ 361,816	$ 680,000	$ 848,867	$ 985,000
Interest Earnings	$ 506,516	$ 577,500	$ 583,601	$ 630,000
Rental Income	$ 38,445	$ 38,000	$ 41,713	$ 45,470
Other	$ 761,759	$ 950,498	$ 925,769	$ 996,856
Planned Utilization of Fund Balance	$ -	$ 59,407	$ -	$ 126,886
TOTAL REVENUES	$ 8,477,208	$ 9,725,317	$ 9,799,544	$ 11,139,723
EXPENDITURES				
Administration	$ 1,290,721	$ 463,256	$ 443,655	$ 503,826
Community Development/Code	$ 355,269	$ 520,131	$ 446,207	$ 621,611
Non-Dept.	$ 836,818	$ 936,045	$ 861,964	$ 851,982
City Secretary	$ 45	$ 165,633	$ 166,102	$ 196,289
Human Resources	$ 46	$ 90,105	$ 92,244	$ 106,449
Finance	$ 216	$ 364,921	$ 364,214	$ 399,449
Police	$ 2,295,043	$ 2,843,675	$ 2,880,999	$ 3,414,059
Commercial Vehicle Enforcement	$ 245,340	$ 268,111	$ 280,149	$ 288,184
Municipal Court	$ 283,520	$ 369,865	$ 369,006	$ 474,296
Fire	$ 2,121,249	$ 2,638,668	$ 2,724,886	$ 2,933,633
Animal Control	$ 205,436	$ 239,215	$ 233,188	$ 238,945
City Marshal	$ 30,666	$ 78,560	$ 95,422	$ 7,338
Streets	$ 146,850	$ 144,602	$ 163,199	$ 224,814
Library	$ 165,915	$ 183,742	$ 179,837	$ 216,073
Senior Center	$ 70,194	$ 38,187	$ 40,861	$ 6,191
Parks	$ 333,130	$ 380,601	$ 379,585	$ 656,584
TOTAL EXPENDITURES	$ 8,380,458	$ 9,725,317	$ 9,721,518	$ 11,139,723
REVENUE OVER/(UNDER) EXPENDITURES	$ 96,750	$ -	$ 78,026	$ -
Ending Fund Balance	$ 8,422,997	$ 8,422,997	$ 8,501,023	$ 8,501,023

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 1, GENERAL FUND, *Option C*

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Property (Ad Valorem) Tax	$ 3,121,170	$ 3,863,081	$ 3,865,008	$ 4,724,910
Non-Property Taxes	$ 2,329,986	$ 2,530,800	$ 2,407,284	$ 2,513,661
Franchise Fees	$ 540,932	$ 547,405	$ 593,458	$ 586,930
Licenses and Permits	$ 810,337	$ 473,000	$ 527,842	$ 524,010
Service Fees	$ 6,247	$ 5,626	$ 6,002	$ 6,000
Fines and Penalties	$ 361,816	$ 680,000	$ 848,867	$ 985,000
Interest Earnings	$ 506,516	$ 577,500	$ 583,601	$ 630,000
Rental Income	$ 38,445	$ 38,000	$ 41,713	$ 45,470
Other	$ 761,759	$ 950,498	$ 925,769	$ 996,856
Planned Utilization of Fund Balance	$ -	$ 59,407	$ -	$ 152,446
TOTAL REVENUES	$ 8,477,208	$ 9,725,317	$ 9,799,544	$ 11,165,283
EXPENDITURES				
Administration	$ 1,290,721	$ 463,256	$ 443,655	$ 529,386
Community Development/Code	$ 355,269	$ 520,131	$ 446,207	$ 621,611
Non-Dept.	$ 836,818	$ 936,045	$ 861,964	$ 851,982
City Secretary	$ 45	$ 165,633	$ 166,102	$ 196,289
Human Resources	$ 46	$ 90,105	$ 92,244	$ 106,449
Finance	$ 216	$ 364,921	$ 364,214	$ 399,449
Police	$ 2,295,043	$ 2,843,675	$ 2,880,999	$ 3,414,059
Commercial Vehicle Enforcement	$ 245,340	$ 268,111	$ 280,149	$ 288,184
Municipal Court	$ 283,520	$ 369,865	$ 369,006	$ 474,296
Fire	$ 2,121,249	$ 2,638,668	$ 2,724,886	$ 2,933,633
Animal Control	$ 205,436	$ 239,215	$ 233,188	$ 238,945
City Marshal	$ 30,666	$ 78,560	$ 95,422	$ 7,338
Streets	$ 146,850	$ 144,602	$ 163,199	$ 224,814
Library	$ 165,915	$ 183,742	$ 179,837	$ 216,073
Senior Center	$ 70,194	$ 38,187	$ 40,861	$ 6,191
Parks	$ 333,130	$ 380,601	$ 379,585	$ 656,584
TOTAL EXPENDITURES	$ 8,380,458	$ 9,725,317	$ 9,721,518	$ 11,165,283
REVENUE OVER/(UNDER) EXPENDITURES	$ 96,750	$ -	$ 78,026	$ -
Ending Fund Balance	$ 8,422,997	$ 8,422,997	$ 8,501,023	$ 8,501,023

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 2, WATER AND SEWER FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Water Service	$ 1,915,845	$ 2,132,000	$ 2,266,925	$ 2,637,825
Sewer Service	$ 1,463,046	$ 1,782,100	$ 1,830,048	$ 2,220,833
Garbage Service	$ 240,033	$ 246,000	$ 263,575	$ 280,741
Late Charges	$ 82,228	$ 90,000	$ 88,743	$ 90,000
Meter Set Fees	$ 31,475	$ 25,000	$ 44,551	$ 30,000
Tap Fees	$ 16,650	$ 28,000	$ 4,700	$ 7,000
Recycling Fees	$ 86,449	$ 97,570	$ 97,950	$ 106,418
Interest Earnings	$ 27,947	$ 30,000	$ 28,100	$ 30,000
Prairielands Use Fees	$ 32,243	$ 30,000	$ 33,824	$ 34,292
Careflite	$ 20,575	$ 22,550	$ 20,701	$ 20,500
Other	$ 77,811	$ 130,325	$ 134,336	$ 173,628
Planned Utilization of Working Capital	$ -	$ -	$ -	$ 452,316
TOTAL REVENUES	$ 3,994,302	$ 4,613,545	$ 4,813,453	$ 6,083,553
EXPENDITURES				
Utility Billing	$ 1,005,943	$ 1,374,748	$ 1,295,637	$ 2,400,383
Water Production	$ 1,763,938	$ 2,119,891	$ 2,057,932	$ 2,483,589
Water Distribution	$ 277,162	$ 330,795	$ 265,282	$ 336,893
Wastewater Collection	$ 290,571	$ 377,503	$ 297,698	$ 355,741
Wastewater Treatment Plant	$ 348,263	$ 410,608	$ 437,783	$ 490,947
TOTAL EXPENDITURES	$ 3,685,877	$ 4,613,545	$ 4,354,332	$ 6,067,553
REVENUE OVER/(UNDER) EXPENDITURES	$ 308,425	$ -	$ 459,121	$ 16,000
Working Capital	$ 837,958	$ 837,958	$ 1,297,079	$ 844,763

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 3, GENERAL DEBT SERVICE FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Property (Ad Valorem) Tax	$ 900,435	$ 1,267,854	$ 1,267,854	$ 1,095,948
Non-Property Taxes	$ 350,048	$ 346,729	$ 393,983	$ 717,560
TOTAL	$ 1,250,483	$ 1,614,583	$ 1,661,837	$ 1,813,508
EXPENDITURES				
DEBT SERVICE	$ 1,525,414	$ 1,642,478	$ 1,628,976	$ 1,813,508
TOTAL	$ 1,525,414	$ 1,642,478	$ 1,628,976	$ 1,813,508
REVENUE OVER/(UNDER) EXPENDITURES	$ (274,931)	$ (27,895)	$ 32,861	$ -

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 4, ECONOMIC DEV CORP FUND, *Option A*

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Sales tax	$ 388,866	$ 421,670	$ 401,142	$ 424,435
Interest Earnings	$ 55,101	$ 50,000	$ 63,023	$ 75,000
Planned Utilization of Fund Balance	$ -	$ -	$ -	$ 283,445
TOTAL	$ 443,967	$ 471,670	$ 464,165	$ 782,880
EXPENDITURES				
Economic Dev Corp	$ 40,686	$ 471,670	$ 421,468	$ 782,880
TOTAL	$ 40,686	$ 471,670	$ 421,468	$ 782,880
REVENUE OVER/(UNDER) EXPENDITURES	$ 403,281	$ -	$ 42,697	$ -
Ending Fund Balance	$ 3,509,784	$ 3,509,784	$ 3,552,481	$ 3,269,036

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 4, ECONOMIC DEV CORP FUND, *Option B*

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Sales tax	$ 388,866	$ 421,670	$ 401,142	$ 424,435
Interest Earnings	$ 55,101	$ 50,000	$ 63,023	$ 75,000
Planned Utilization of Fund Balance	$ -	$ -	$ -	$ 289,165
TOTAL	$ 443,967	$ 471,670	$ 464,165	$ 788,600
EXPENDITURES				
Economic Dev Corp	$ 40,686	$ 471,670	$ 421,468	$ 788,600
TOTAL	$ 40,686	$ 471,670	$ 421,468	$ 788,600
REVENUE OVER/(UNDER) EXPENDITURES	$ 403,281	$ -	$ 42,697	$ -
Ending Fund Balance	$ 3,509,784	$ 3,509,784	$ 3,552,481	$ 3,263,316

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 4, ECONOMIC DEV CORP FUND, *Option C*

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Sales tax	$ 388,866	$ 421,670	$ 401,142	$ 424,435
Interest Earnings	$ 55,101	$ 50,000	$ 63,023	$ 75,000
Planned Utilization of Fund Balance	$ -	$ -	$ -	$ 302,445
TOTAL	$ 443,967	$ 471,670	$ 464,165	$ 801,880
EXPENDITURES				
Economic Dev Corp	$ 40,686	$ 471,670	$ 421,468	$ 801,880
TOTAL	$ 40,686	$ 471,670	$ 421,468	$ 801,880
REVENUE OVER/(UNDER) EXPENDITURES	$ 403,281	$ -	$ 42,697	$ -
Ending Fund Balance	$ 3,509,784	$ 3,509,784	$ 3,552,481	$ 3,250,036

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 5, HOTEL OCCUPANCY FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Hotel Occupancy Taxes	$ 342,744	$ 365,000	$ 342,500	$ 328,800
Interest Earnings	$ 24,312	$ 30,000	$ 29,731	$ 30,000
Planned Utilization of Fund Balance	$ -	$ 94,360	$ 321,567	$ 128,519
TOTAL	$ 367,056	$ 489,360	$ 693,798	$ 487,319
EXPENDITURES				
Hotel Occupancy Tax	$ 123,967	$ 489,360	$ 693,798	$ 487,319
TOTAL	$ 123,967	$ 489,360	$ 693,798	$ 487,319
REVENUE OVER/(UNDER) EXPENDITURES	$ 243,089	$ -	$ (0)	$ 0
Ending Fund Balance	$ 1,125,680	$ 1,125,680	$ 804,113	$ 675,594

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 6, GAS ROYALTIES FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Gas & Oil Revenue	$ 115,304	$ 100,000	$ 45,417	$ 45,104
Interest Earnings	$ 14,146	$ 13,500	$ 17,009	$ 13,500
Planned Utilization of Fund Balance	$ 10,629	$ 548,250	$ 568,615	$ 281,900
TOTAL	$ 140,079	$ 661,750	$ 631,040	$ 340,504
EXPENDITURES				
Gas Royalties	$ 140,079	$ 661,750	$ 631,040	$ 340,504
TOTAL	$ 140,079	$ 661,750	$ 631,040	$ 340,504
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ 0	$ -
Ending Fund Balance	$ 850,515	$ 850,515	$ 281,900	$ -

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 7, COURT SECURITY/COURT SPECIAL REVENUE FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Court Security Fees	$ 12,095	$ 15,000	$ 21,000	$ 21,500
Court Technology Fees	$ 10,065	$ 14,000	$ -	$ -
Child Safety Fees	$ 860	$ 1,000	$ -	$ -
Juvenile Case Manager Fees	$ 11,855	$ 11,000	$ -	$ -
Judicial Efficiency Fees	$ 1,474	$ 3,500	$ -	$ -
Interest Earnings	$ 7,829	$ 3,000	$ 7,232	$ 3,000
TOTAL	$ 44,178	$ 47,500	$ 28,232	$ 24,500
EXPENDITURES				
Court Security/Various Court Special Revenue Expenditures	$ 33,898	$ 38,150	$ 636	$ 24,500
TOTAL	$ 33,898	$ 38,150	$ 636	$ 24,500
REVENUE OVER/(UNDER) EXPENDITURES	$ 10,280	$ 9,350	$ 27,596	$ -
Ending Fund Balance	$ 102,076	$ 111,426	$ 129,672	$ 129,672

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 19, COURT JUVENILE CASE MANAGER FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Court Security Fees	$ -	$ -	$ -	$ -
Court Technology Fees	$ -	$ -	$ -	$ -
Child Safety Fees	$ -	$ -	$ -	$ -
Juvenile Case Manager Fees	$ -	$ -	$ 20,600	$ 21,012
Judicial Efficiency Fees	$ -	$ -	$ -	$ -
Interest Earnings	$ -	$ -	$ 1,169	$ 1,000
TOTAL	$ -	$ -	$ 21,769	$ 22,012
EXPENDITURES				
Juvenile Case Manager	$ -	$ -	$ -	$ 22,012
TOTAL	$ -	$ -	$ -	$ 22,012
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ 21,769	$ -
Ending Fund Balance	$ 44,827	$ 44,827	$ 66,596	$ 66,596

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 28, COURT CHILD SAFETY FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Court Security Fees	$ -	$ -	$ -	$ -
Court Technology Fees	$ -	$ -	$ -	$ -
Child Safety Fees	$ -	$ -	$ 700	$ 750
Juvenile Case Manager Fees	$ -	$ -	$ -	$ -
Judicial Efficiency Fees	$ -	$ -	$ -	$ -
Interest Earnings	$ -	$ -	$ 592	$ 100
TOTAL	$ -	$ -	$ 1,292	$ 850
EXPENDITURES				
Child Safety	$ -	$ -	$ 11,788	$ 850
TOTAL	$ -	$ -	$ 11,788	$ 850
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ (10,496)	$ -
Ending Fund Balance	$ 26,053	$ 26,053	$ 15,557	$ 15,557

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 29, COURT TECHNOLOGY FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Court Security Fees	$ -	$ -	$ -	$ -
Court Technology Fees	$ -	$ -	$ 17,000	$ 17,800
Child Safety Fees	$ -	$ -	$ -	$ -
Juvenile Case Manager Fees	$ -	$ -	$ -	$ -
Judicial Efficiency Fees	$ -	$ -	$ -	$ -
Interest Earnings	$ -	$ -	$ 550	$ 500
Planned Utilization of Fund Balance	$ -	$ -	$ -	$ 8,906
TOTAL	$ -	$ -	$ 17,550	$ 27,206
EXPENDITURES				
Court Technology	$ -	$ -	$ 22,169	$ 27,206
TOTAL	$ -	$ -	$ 22,169	$ 27,206
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ (4,619)	$ 0
Ending Fund Balance	$ 31,427	$ 31,427	$ 26,808	$ 17,902

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 33, COURT JUDICIAL EFFICIENCY FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Court Security Fees	$ -	$ -	$ -	$ -
Court Technology Fees	$ -	$ -	$ -	$ -
Child Safety Fees	$ -	$ -	$ -	$ -
Juvenile Case Manager Fees	$ -	$ -	$ -	$ -
Judicial Efficiency Fees	$ -	$ -	$ 4,310	$ 2,000
Interest Earnings	$ -	$ -	$ 226	$ 100
Planned Utilization of Fund Balance	$ -	$ -	$ -	$ 11,558
TOTAL	$ -	$ -	$ 4,536	$ 13,658
EXPENDITURES				
Judicial Efficiency	$ -	$ -	$ 850	$ 13,658
TOTAL	$ -	$ -	$ 850	$ 13,658
REVENUE OVER/(UNDER) EXPENDITURES	$ -	$ -	$ 3,686	$ (0)
Ending Fund Balance	$ 7,872	$ 7,872	$ 11,558	$ 0

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 10, CAPITAL PROJECTS FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Bond Proceeds	$ -	$ 25,000,000	$ 6,000,000	$ -
Fees	$ 1,399,391	$ -	$ -	$ 10,515,358
Interest Earnings	$ 380,128	$ -	$ 1,224,983	$ 250,000
Other	$ 566,248	$ -	$ -	$ -
Planned Utilization of Working Capital	$ -	$ -	$ 4,915,788	$ 15,034,642
TOTAL	$ 2,345,767	$ 25,000,000	$ 12,140,771	$ 25,800,000
EXPENDITURES				
Capital Outlay	$ 369,460	$ 10,000,000	$ 12,140,770	$ 25,800,000
TOTAL	$ 369,460	$ 10,000,000	$ 12,140,770	$ 25,800,000
REVENUE OVER/(UNDER) EXPENDITURES	$ 1,976,307	$ 15,000,000	$ 0	$ -
Ending Working Capital	$ 23,399,959	$ 38,399,959	$ 18,484,171	$ 3,449,529

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 18, PRAIRIELAND DETENTION CENTER

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Miscellaneous Income	$ 615,378	$ 600,600	$ 628,952	$ 628,952
Interest Earnings	$ 2,834	$ 2,600	$ 3,145	$ 2,600
Planned Utilization of Fund Balance	$ -	$ 969,000	$ 779,540	$ 496,091
TOTAL	$ 618,212	$ 1,572,200	$ 1,411,637	$ 1,127,643
EXPENDITURES				
Prairieland Detention Center	$ 32,547	$ 1,572,200	$ 1,411,637	$ 1,127,643
TOTAL	$ 32,547	$ 1,572,200	$ 1,411,637	$ 1,127,643
REVENUE OVER/(UNDER) EXPENDITURES	$ 585,665	$ -	$ 0	$ -
Ending Fund Balance	$ 1,275,631	$ 1,275,631	$ 496,091	$ -

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 20, WATER IMPACT

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Water Impact Fees	$ 84,680	$ 70,000	$ 152,859	$ 92,800
Interest Earnings	$ 10,307	$ 9,700	$ 17,815	$ 14,000
TOTAL	$ 94,987	$ 79,700	$ 170,674	$ 106,800
EXPENDITURES				
Water Impact	$ 4,418	$ 79,700	$ -	$ 106,800
TOTAL	$ 4,418	$ 79,700	$ -	$ 106,800
REVENUE OVER/(UNDER) EXPENDITURES	$ 90,569	$ -	$ 170,674	$ -
Ending Fund Balance	$ 291,500	$ 291,500	$ 462,174	$ 462,174

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 21, WASTE WATER IMPACT

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Waste Water Impact Fee	$ 570,952	$ 500,000	$ 245,781	$ 203,280
Interest Earnings	$ 43,520	$ 42,000	$ 49,564	$ 42,000
Planned Utilization of Fund Balance	$ -	$ 644,771	$ 891,426	$ 345,534
TOTAL	$ 614,472	$ 1,186,771	$ 1,186,771	$ 590,814
EXPENDITURES				
Waste Water Impact	$ -	$ 1,186,771	$ 1,186,771	$ 590,814
TOTAL	$ -	$ 1,186,771	$ 1,186,771	$ 590,814
REVENUE OVER/(UNDER) EXPENDITURES	$ 614,472	$ -	$ (0)	$ -
Ending Fund Balance	$ 1,236,960	$ 1,236,960	$ 345,534	$ -

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 22, ROADWAY SERVICE AREA 1

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Roadway Service Area 1 Impact Fees	$ 365,779	$ 400,000	$ 543,561	$ 217,920
Interest Earnings	$ 48,090	$ 46,000	$ 79,788	$ 50,000
Planned Utilization of Fund Balance	$ -	$ -	$ -	$ 1,886,562
TOTAL	$ 413,869	$ 446,000	$ 623,349	$ 2,154,482
EXPENDITURES				
Roadway Service Area 1	$ -	$ 446,000	$ -	$ 2,154,482
TOTAL	$ -	$ 446,000	$ -	$ 2,154,482
REVENUE OVER/(UNDER) EXPENDITURES	$ 413,869	$ -	$ 623,349	$ -
Ending Fund Balance	$ 1,263,213	$ 1,263,213	$ 1,886,562	$ -

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 23, ROADWAY SERVICE AREA 2

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Roadway Service Area 2 Impact Fees	$ 2,349	$ -	$ 2,349	$ 2,349
Interest Earnings	$ 1,510	$ 1,500	$ 2,140	$ 1,500
TOTAL	$ 3,859	$ 1,500	$ 4,489	$ 3,849
EXPENDITURES				
Roadway Service Area 2	$ -	$ 1,500	$ -	$ 3,849
TOTAL	$ -	$ 1,500	$ -	$ 3,849
REVENUE OVER/(UNDER) EXPENDITURES	$ 3,859	$ -	$ 4,489	$ -
Ending Fund Balance	$ 34,647	$ 34,647	$ 39,136	$ 39,136

PROPOSED FY 2024-2025 BUDGET
CITY OF ALVARADO
REVENUES AND EXPENDITURES

FUND 24, STREET MAINTENANCE FUND

	Actual 2022-2023	Budget 2023-2024	Estimated 2023-2024	Proposed 2024-2025
REVENUES				
Sales Tax	$ 388,866	$ 421,670	$ 401,142	$ 424,435
Interest Earnings	$ 1,610	$ 1,000	$ 1,350	$ 1,000
Planned Utilization of Fund Balance	$ -	$ 482,080	$ 502,258	$ 75,752
TOTAL	$ 390,476	$ 904,750	$ 904,750	$ 501,187
EXPENDITURES				
Street Maintenance	$ 335,224	$ 904,750	$ 904,750	$ 501,187
TOTAL	$ 335,224	$ 904,750	$ 904,750	$ 501,187
REVENUE OVER/(UNDER) EXPENDITURES	$ 55,252	$ -	$ -	$ -
Ending Fund Balance	$ 578,010	$ 578,010	$ 75,752	$ -

City Council Meeting Management Report

Meeting Date: September 16, 2024
Contact: Laura Cox, Chief Financial Officer

AGENDA ITEM:
Public hearing, consideration and action to approve Ordinance 2024-0016 fixing and levying municipal ad valorem taxes on all taxable property within the corporate limits of the City of Alvarado, Texas for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, at the rate of $0.782572 per one hundred dollars ($100.00) and directing the assessment thereof; providing for a date on which such taxes become due and delinquent together with penalties and interest thereon; providing for a place of payment; providing for approval of the tax rolls presented to the City Council.

BACKGROUND AND FINDINGS:
This ordinance sets the tax rate for Fiscal Year 2024-2025 at a rate of $0.782572 per $100 of assessed valuation and is $0.029323 less than the current rate of $0.811895. The proposed rate is made of the following components:

Tax Rate Component	**Amount (per $100 of valuation**
Maintenance & Operations (M&O)	$0.636018
Interest & Sinking (I&S/Debt)	$0.146554
Total Proposed Rate for FY 2024-2025	**$0.782572**

On August 19, 2024, the City Council set the date for the public hearing on the proposed tax rate and scheduled the vote to adopt the proposed tax rate for September 16, 2024, at 6:30 p.m. in Council Chambers located at 104 W. College Avenue, Alvarado, Texas.

The State's Truth-in-Taxation law also requires calculation and publication of each taxing entity's no-new revenue tax rate, voter-approval rate, and de minimis rate. Notice of this public hearing was published in the Cleburne Times-Review on August 27, 2024, and a link to the notice is posted on the City's homepage. Included with this agenda item is a copy of the notice.

FINANCIAL IMPACT:
An ad valorem tax rate of $0.782572 (M&O: $0.636018; I&S $0.146554) will generate $4,669,422 (at a 100% collection rate) for M&O and $1,075,948 for I&S.

RECOMMENDATION:
Staff recommends approval of Ordinance 2024-0016 with the following motion language:

"I move that the City adopt the following rates for Fiscal Year 2024-2025 - $0.636018 for Maintenance and Operations, $0.146554 for Debt Service for a total tax rate of $0.782572."

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Tax Rate Adoption Ordinance 2024-0016
2. 2024 Notice of Public Hearing on Tax Increase

ORDINANCE NO. 2024-0016

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AFFIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT EXPENSES AND ALL OUTSTANDING DEBTS OF THE CITY; DIRECTING THE ASSESSMENT THEREOF; PROVIDING FOR DUE DATES AND DELINQUENT DATES FOR PAYMENT OF TAXES TOGETHER WITH PENALTIES AND INTEREST THEREON; PROVIDING FOR PLACE OF PAYMENT; PROVIDING FOR APPROVAL OF THE TAX ROLLS PRESENTED TO THE CITY COUNCIL; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE AND DECLARING 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 enabling legislation of the State of Texas; and

WHEREAS, the City Council hereby finds that the tax for the fiscal year beginning October 1, 2024, and ending September 30, 2025, hereinafter levied for current expenses of the City and the general improvements of the City and its property, must be levied to provide the revenue requirement for the budget for the ensuing year; and

WHEREAS, the City Council further finds that taxes for the year 2024, hereinafter levied therefore are necessary to pay interest and to provide the required sinking fund on outstanding bonds of the City issued for City purposes, and on bonds proposed to be issued for such purposes during the ensuing year; and

WHEREAS, the City Council has approved by a separate ordinance adopted on the 16th day of September 2024 the budget for the fiscal year beginning October 1, 2024, and ending September 30, 2025; and

WHEREAS, the City Council provided all notices required by law; and

WHEREAS, pursuant to Section 26.05 of the Texas Tax Code, the City Council held a public hearing on the proposed tax rate on September 16, 2024 during a City Council Meeting at 6:30 p.m., held in the Council Chambers at City Hall located at 104 W. College, Alvarado, Texas, Texas and took action on the proposed rate at the close of the public hearing; and

WHEREAS, all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been complied with; and

WHEREAS, the City Council has, by record vote, approved separately each of the two components of the tax rate set forth herein.

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

SECTION 1.

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2.

The real and personal property tax appraisal rolls as certified by the Chief Appraiser of the Johnson County Appraisal District to the City Council for the 2024 tax year are hereby accepted.

SECTION 3.

There is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2024, and ending September 30, 2025, and for each fiscal year thereafter until it be otherwise provided and ordained, on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Alvarado, Texas, and not exempt from taxation by the constitution of the State of Texas and valid state laws, an ad valorem tax rate of $0.782572 on each One Hundred Dollars ($100.00) assessed value of taxable property, which tax rate is apportioned and distributed as follows:

A. For the purpose of defraying the current maintenance and operation expenses of the City (General Fund), a tax of $0.636018 on each One Hundred Dollars ($100.00) assessed value of all taxable property.

B. For the purpose of creating a Debt Service Fund to pay the interest and principal on all outstanding indebtedness, a tax of $0.146554 on each One Hundred Dollars ($100.00) assessed value of all taxable property within the City which shall be applied to the payment of such interest and maturities of all outstanding bonded indebtedness.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 6.83 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $24.19.

SECTION 4.

All monies collected and hereby appropriated are set apart for the specific purposes indicated and the funds shall be accounted for in such a manner as to readily show balances at any time.

SECTION 5.

All ad valorem taxes shall become due and payable on October 1, 2024, and all ad valorem taxes for the year shall become delinquent after January 31, 2025. There shall be no discount for payment of taxes prior to said January 31, 2025. Payment of such taxes shall be due in one full installment except as otherwise required by law. A delinquent tax shall incur all penalty and interest authorized by State Law, Section 33.01 of the Property Tax Code.

SECTION 6.

Taxes herein levied and uncollected as of February 1, 2025, shall be a first and prior lien against the property, which lien shall be superior and prior to all other liens.

SECTION 7.

Taxes are payable at the offices of the County Tax Assessor-Collector. The City shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this Ordinance.

SECTION 8.

Pursuant to the authority granted by Section 33.07 of the Texas Tax Code, in the event that 2024 taxes and taxes for all subsequent years become delinquent on or after February 1 but not later than May 1 of the year in which they become delinquent, and in the event such delinquent taxes are referred to an attorney for collection, an additional amount not exceed the amount of the compensation specified in the contract with the attorney to be paid in connection with the collection of the delinquent taxes then due shall be added as collection costs to be paid by the taxpayer, for all taxes delinquent on or after July 1, 2025.

SECTION 9.

Pursuant to the authority granted by Section 33.08 of the Texas Tax Code, the City further provides that all 2024 taxes and taxes for all subsequent years that become delinquent on or after June 1 of the year in which they become delinquent shall, in order to defray the costs of collection, incur an additional amount not exceed the amount of the compensation specified in the contract with the attorney to be paid in connection with the collection of the delinquent taxes.

SECTION 10.

Any and all ordinances, resolutions, rules, regulations, polices, or provisions inconsistent or in conflict with the provisions of this Ordinance are hereby expressly repealed and rescinded to the extent of the inconsistency or conflict.

SECTION 11.

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

SECTION 12.

All rights or remedies of the City under previous ordinances are expressly saved as to penalties for liabilities for any delinquencies and penalties for prior years and under prior ordinances of the City, and such delinquencies and penalties owed shall not be affected by this Ordinance, but may be collected through any remedy available under law"

SECTION 13.

This Ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED ON THIS THE 16th DAY OF SEPTEMBER 2024, BY A VOTE OF ___ AYES, ___ NAYS, AND ___ ABSTENTIONS AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS.

	Aye	Nay	Abstention
Jacob Wheat, Mayor	________	________	____________
Carrie Keeton, Council Member, Place 1, Ward 1	________	________	____________
Lydia Moon, Council Member, Place 2, Ward 2	________	________	____________
Kevin Thomas, Council Member, Place 3, Ward 3	________	________	____________
Beverly Short, Council Member, Place 4, Ward 1	________	________	____________
Cherry Bryant, Council Member, Place 5, Ward 2	________	________	____________
Scott Arthur, Council Member, Place 6, Ward 3	________	________	____________

APPROVED:

____
Jacob Wheat, Mayor

ATTEST:

____
Beth A. Walls, City Secretary

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of $0.810000 per $100 valuation has been proposed by the governing body of City of Alvarado.

PROPOSED TAX RATE	$0.810000 per $100
NO-NEW-REVENUE TAX RATE	$0.782572 per $100
VOTER-APPROVAL TAX RATE	$0.778689 per $100
DE MINIMIS RATE	$0.810000 per $100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of Alvarado from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that City of Alvarado may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for City of Alvarado exceeds the voter-approval rate for City of Alvarado.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for City of Alvarado, the rate that will raise $500,000, and the current debt rate for City of Alvarado.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Alvarado is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 16, 2024 AT 6:30 pm AT the City Council Chambers, 104 W. College Avenue, Alvarado, TX 76009.

The proposed tax rate is greater than the voter-approval tax rate but not greater than the de minimis rate and does not exceed the rate that allows voters to petition for an election under Section 26.075, Tax Code. If City of Alvarado adopts the proposed tax rate, the City of Alvarado is not required to hold an election so that voters may accept or reject the proposed tax rate and the qualified voters of the City of Alvarado may not petition the City of Alvarado to require an election to be held to determine whether to reduce the proposed tax rate.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Beverly Short	Carrie Keeton
	Cherry Bryant	Lydia Moon
	Scott Arthur	Kevin Thomas
AGAINST the proposal:	None	
PRESENT and not voting:	Jacob Wheat	
ABSENT:	None	

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Alvarado last year to the taxes proposed to be imposed on the average residence homestead by City of Alvarado this year.

	2023	2024	Change
Total tax rate (per $100 of value)	$0.811895	$0.810000	decrease of -0.001895 per $100, or -0.23%
Average homestead taxable value	$243,011	$271,439	increase of 11.70%
Tax on average homestead	$1,972.99	$2,198.66	increase of 225.67, or 11.44%
Total tax levy on all properties	$5,196,779	$5,946,737	increase of 749,958, or 14.43%

For assistance with tax calculations, please contact the tax assessor for City of Alvarado at 817-558-0122 or jcto@johnsoncountytx.org, or visit https://johnson.truthintaxes.com for more information.

City Council Meeting Management Report

Meeting Date: September 16, 2024
Contact: Laura Cox, Chief Financial Officer

AGENDA ITEM:
Consideration and action to ratifying a property tax increase reflected in the City of Alvarado budget approved for the fiscal year beginning October 1, 2024 and ending September 30, 2025, in accordance with Texas Local Government Code Section 102.007.

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

This budget will raise more total property taxes than last year's budget by $555,891, which is a 10.7 percent increase from last year's budget, and of that amount, $595,217 is tax revenue to be raised from new property added to the tax roll this year.

The Notice of Public Hearing Regarding the Proposed 2024-2025 Fiscal Year Budget with the statement required by Local Government Code, Section 102.0065(a) was published in the Cleburne Times-Review on August 27, 2024, and is posted on the City's website. Additionally, the 2024 Notice of Public Hearing on Tax Increase was published in the Cleburne Times-Review on August 27, 2024 and is posted on the City's website.

FINANCIAL IMPACT:
An ad valorem tax rate of $0.782572 (M&O: $0.636018; I&S $0.146554) will generate $4,669,422 (at a 100% collection rate) for M&O and $1,075,948 for I&S.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
None

OFFICIAL BALLOT

Texas Municipal League (TML) Region 8 Director Election

This is the official ballot for the election of the Region 8 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on October 3, 2024. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 8 Director (select one)

☐ **Troy Dunn, Councilmember, Haltom City**

☐ **Kim Greaves, Mayor, Westlake**

☐ **Jon McKenzie, Councilmember, Hurst (Incumbent)**

☐ **Mary Sarver, Mayor Pro Tem, Grandview**

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this ________ day of ________________________, 2024.

______________________________ Signature of Authorized Official	______________________________ Title
______________________________ Printed Name of Authorized Official	______________________________ Printed Name of City

Region 8 Director Candidate Biographies (printed on both sides of the page)

Troy Dunn, Councilmember, Haltom City

Troy Dunn and his wife own Troy Dunn Insurance Agency, which is very active in the community. Dunn is a member of the Birdville Education Foundation Board of Directors, served on the 2022 Birdville ISD Bond Committee, and has been offering a Troy Dunn Insurance Scholarship for Haltom High seniors for six years. He is very active in his community and is the Northeast Tarrant Chamber incoming chair and a Haltom City Council councilmember. He previously served on the Haltom City Economic Development Corporation for three years, the Zoning Board of Adjustments for three years, and the Parks Board for five years. Dunn is a community partner with Haltom Senior Center Bingo each month and has been a luncheon sponsor at the Center for the past four years. He is also on the North Richland Lions Club Board of Directors. Dunn is a community partner first and foremost in his personal and business life.

Kim Greaves, Mayor, Westlake

Kim Greaves was a financial services executive with a breadth of success across numerous organizations from start-ups to enhancing mature organizations. As a collaborative leader, he has demonstrated successes by directing cross-functional teams to plan effectively, develop strategically, and execute tactically to exceed business, delivery, and financial expectations. Over the course of his career, Kim managed over 7,000 employees and managed billions in mortgage servicing portfolios. Kim developed a reputation for improving every organization he managed while successfully driving unprecedented growth for companies such as JPMorgan Chase, Citibank, Nationstar Mortgage, and Citizens Bank. Kim retired in 2021 and has dedicated his time to serving his community. After getting involved with Westlake Academy athletics, Kim started attending town council/schoolboard meetings and was frustrated with issues and unanswered questions. He decided to run for the Westlake Town Council/School Board and was elected in 2022. After serving his first term as a councilmember, Kim decided to run for mayor and bring respect and ethics back to the mayor's office. He was elected with 82% of the vote. (Note: The Town of Westlake runs a municipality and a charter school, nationally ranked Westlake Academy. Town councilmembers are also school board members.) Kim attended high school at New Mexico Military Institute, holds a BBA in Finance from the University of North Texas and an MBA from the University of Notre Dame. In addition to town responsibilities, Kim currently serves as the vice chairman of the New Mexico Military Institute Foundation and is active in the Metroport Chamber of Commerce.

Region 8 Director Candidate Biographies (printed on both sides of the page)

Jon McKenzie, Councilmember, Hurst (Incumbent)

Jon McKenzie is an engaged community leader and dedicated family man. He and his wife, Brianne, have been childhood sweethearts, and together they raise their two daughters, Avery (16) and Claire (12), in his hometown of Hurst. Jon has a strong record of public service. He has been an elected member of the Hurst City Council since 2018. He also serves on several local boards and committees, including the United Way Northeast Steering Committee (as chair), the United Way of Tarrant County Board of Directors, the NCTCOG Regional Transportation Committee (as alternate), the 6 Stones Advisory Board, and the HEBISD Education Foundation. Professionally, Jon has worked as a minister at Bridgewood Church of Christ since 2003. In this role, his responsibilities include preparing and delivering sermons, teaching classes, creating online content, congregational communication, and community outreach. Before entering ministry, he worked as a Radio Frequency Technician at Atlantic Western Communication from 2000-2003. He holds a Master of Business Administration with a focus on Strategic Leadership from the University of Dallas. He received a bachelor's degree in communications and business administration from Texas Wesleyan University. Jon currently serves as the TML Region 8 board director. His involvement with the Texas Municipal League has been a great way for him to learn and connect within the region and state, and he would appreciate the opportunity to continue serving as the Region 8 board director. His main priorities would continue to be making beneficial connections and sharing information and resources with cities throughout Region 8.

Mary Sarver, Mayor Pro Tem, Grandview

Mayor Pro Tem Mary Sarver has demonstrated a strong commitment to public service through her tenure on various boards and as a member of the Grandview City Council. She has served on the Grandview City Council since June 2022. She is a member of the Economic Development Type A Board, vice chair of the National League of Cities' Small Cities Board, a member of the National League of Cities Economic Development Federal Advocacy Committee, and a member of the North Central Texas Council of Government Economic Development District Board. Along with her responsibilities with the NLC, Mayor Pro Tem Sarver consistently engages in Texas Municipal League (TML) training and conferences. Her dedication to public service is evident in her efforts to collaborate with neighboring cities and county officials to advance the interests of TML Region 8. She actively participates in meetings with local, state, and national municipal leaders to further these goals. Since her election, Mayor Pro Tem Sarver has actively engaged in a wide array of trainings and conferences hosted by the Texas Municipal League (TML), demonstrating a strong commitment to her professional development and the advancement of municipal governance. Her participation in these events underscores her dedication to staying informed about best practices, emerging trends, and legislative changes affecting local governments. In addition to her personal involvement, Mayor Pro Tem Sarver takes a proactive approach in promoting the benefits of TML to her colleagues and elected officials in neighboring cities. She encourages her peers to leverage the extensive resources and networking opportunities provided by TML, recognizing the value these resources bring to effective municipal management and collaboration. Her efforts not only enhance her own capabilities but also foster a broader culture of informed and collaborative leadership across the region.

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool
Board of Trustees Election

This is the official ballot for the election of Places 11 – 14 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2024. Ballots received after September 30, 2024, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 11

☐ **Randy Criswell.** (Incumbent) Randy Criswell is currently the City Manager of Wolfforth (Region 3), a position he's held since 2022. He has served on the TML Risk Pool Board of Trustees since 2015 and as Chair of the Board from 2020 to 2022. He has been in public service since 1994, having served the City of Canyon in three administrative roles including City Manager, the City of Mineral Wells as City Manager, and his current position. Mr. Criswell has a Bachelor of Science Degree from Texas Tech University in Engineering Technology and is a Certified Public Manager. He is a member of TCMA and a past member of the TCMA Board of Directors. He and his wife Janie have three grown children, and he enjoys golf, his Harley Davidson motorcycle, and spending time with Janie.

☐ **Robert S. Davis**. Robert Davis serves as the City Attorney for the City of Bullard (Region 15). He is a Senior Partner at Flowers Davis PLLC in Tyler and oversees the Business and Commercial Litigation, Insurance Defense, Defense of Governmental Entities, Employment Law, and Medical Liability Sections of the law firm. Mr. Davis has extensive experience in representing governmental entities and government officials in all types of litigation. He also has extensive experience in litigation for major insurance carriers and drafting coverage opinions for insurance carriers. Through the years, he has written many papers for and made numerous presentations to Texas Sheriff's Association, Texas Association of Counties, Texas Jail Association, and Texas Chief Deputies' Association.

WRITE IN CANDIDATE:

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PLACE 12

☐ **Cedric Davis, Sr.** Cedric Davis is the City Manager of the City of Mathis (Region 11). He joined the city's administration team on January3, 2024, and has more than three decades of experience as a public servant. He served as the City Manager of Mathis for over four years, and is a former Chief of Police and Public Educator. He is a graduate of Law Enforcement Management Institute of Texas and the Advanced Military Academy of Texas. He has a Bachelor of Science degree in Criminal Justice Administration from Sam Houston State University. He is a licensed Master Peace Officer, Police Instructor, Investigator, and holds certifications in Public Management, Smart City Practitioner, and Public Finance Investment Officer. In 2008 he served as Mayor of Balch Springs.

☐ **Rocky Hawkins.** Rocky Hawkins is a Councilmember for the City of Gladewater (Region 15), and served as such for four years. He has also served on the Gladewater Lake Board for 10 years, as a Chamber of Commerce Volunteer, as a member of the "Friends of the Library" at the Lee-Bardwell Public Library in Gladewater, and on various boards and committees at First Baptist Church for 30 years. Mr. Hawkins began his career with a brief stint as a Parole Officer for Gregg County; later spent almost 15 years in the Hospitality/Restaurant Business; and finished his career with 30 years at Eastman Chemical Co. He holds an associate's degree in business management from Kilgore College and a B.S. degree in Criminal Justice from Sam Houston State University.

☐ **Allison Heyward.** (Incumbent) Allison Heyward has served as Councilmember for the City of Schertz (Region 7) since 2018. She also serves on the TML Board of Directors and is currently the TML President Elect. She previously served in 2022 on the TMLIRP Board as the TML Board representative. In January 2023, she was appointed to Place 12 on the TMLIRP Board to fill a vacancy. She holds a Bachelor's Degree in Accounting from Texas Southern University, and is a 2020 graduate of the Chamber Leadership Core Program. Mrs. Heyward is also a TML Leadership Fellow and a Certified Municipal Officer (CMO), having received the TMLI CMO (Certified Municipal Official Designation) Award of Excellence for maintaining the designation for 5 continuous years. She has also been recognized with the President's Award for being one of the top 2 highest earners of Continuing Education Units.

☐ **Rudy Zepeda.** Rudy Zepeda has served as the Finance Director for the City of Santa Fe (Region 14) since 2021. Before joining Santa Fe, Mr. Zepeda served eight years in Dayton, Texas, as Assistant City Manager and Finance Director. He holds a degree in Classics from the University of Arizona and certification in Certified Public Management from Stephen F. Austin University. While Finance Director in Santa Fe, the city earned the Government Finance Officers Association (GFOA) Budget Presentation Award and the Excellence in Financial Reporting award. This year, the city was recognized by the State Comptroller's Office with its Traditional Finances Star Award. Mr. Zepeda's career spans 30 years, with significant experience in both public and private sectors, including 14 years in local government.

WRITE IN CANDIDATE:

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PLACE 13

☐ **Harlan Jefferson.** (Incumbent) Deputy City Manager for the City of Burleson (Region 13). Mr. Jefferson has been in public service for 41 years, serving as a Risk Manager for the City of Denton early in his career and serving as Town Manager for Flower Mound and Prosper, Texas. Mr. Jefferson is an active member of the Texas City Management Association (TCMA), having served on its Board of Directors and is a Past President of the North Texas City Manager Association. He holds a Bachelor of Arts in Political Science and a Master of Public Administration from the University of North Texas. Additionally, he is an Adjunct Faculty member in the Master of Public Administration Program at the University of North Texas.

☐ **James Quin.** City Administrator for the City of Hutchins (Region 13) since March 2022. He served as City Administrator of Haslet for 8 years and City Manager for Richland Hills for 16 years. Mr. Quin earned a Bachelor of Science Education degree and a Master of Public Administration degree from Missouri State University. He is a member of the International City/County Management Association (ICMA) and maintains the ICMA Credentialed Manager (CM) designation. In April 2022, he was awarded the High Performance Leadership Academy Certificate issued by ICMA Professional Development Academy. Also, he is a full member of TCMA, and previously served on the HCA Medical City Alliance Hospital Board for 6 years.

WRITE IN CANDIDATE:

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PLACE 14

☐ **Mike Land** (Incumbent) City Manager for the City of Coppell (Region 13) since 2017, and Deputy City Manager from 2012-2017. Previously, he was Town Manager for Prosper, City Manager for Gainesville, and Executive Director for the Southwestern Diabetic Foundation. Mr. Land serves on the International City/County Management (ICMA) Board of Directors and is the 2024-25 ICMA President-Elect. Additionally, he serves on the Texas Women's Leadership Institute Advisory Board, the Texas A&M University's Development Industry Advisory Council, and the UTA MPA Advisory Board. He has also served as School Board Trustee for Gainesville Independent School District and as President of TCMA.

WRITE IN CANDIDATE:

____

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this ________ day of __________________________, 2024.

____
Signature of Authorized Official

____
Title

____
Printed Name of Authorized Official

____
Printed Name of Political Entity

9/12/2024

To: Alvarado City Council, c/o Jacob Wheat, Mayor

From: Duaine Goulding (Incumbent), Amy Lingo (Incumbent), John Wood (Incumbent), Brandon Potts (Candidate), Jim Cockrell (Candidate)

In 2023, Duaine Goulding, Amy Lingo, and John Wood ran for Johnson County Central Appraisal District board seats and made the following commitments if appointed.

We committed to three objectives if appointed by the taxing entities.

1. **Balance**
2. **Accountability**
3. **Transparency**

We committed to maintain a culture of **BALANCE** whereby the CAD operates with equal concern for the taxing entities and the taxpayers.

The CAD is mandated by state law to operate within defined laws and regulations. The State Comptroller is the state agency who stands above the CADs throughout the state. As the governing body for the Johnson County CAD, we will discharge our duty to ensure that the CAD operates in compliance with all state laws and regulations – **ACCOUNTABILITY** is key.

The operations of the CAD are not well understood. Everyone should have the opportunity to understand the system so that they have more confidence in their appraisal and in the process. To that end, we will establish an outreach program designed to bring about **TRANSPARENCY**.

After being appointed, we pursued this mission.

Our accomplishments include:

- Engaging with the Taxing Entities.
- Development of a new website with unprecedented taxpayer information made available.
- Appointment of a Taxpayer Liaison Officer (TLO) who is actively assisting taxpayers in dealing with the CAD and with the ARB.
- A presentation of "An Overview of the Property Tax System" which provides an overview of the system with all of its components. The presentation is now available online at: https://texastransparencyproject.org/property-taxes and will soon be linked to the CAD website.
- Elimination of $5,000 per month in bank fees.
- Budget reduction of $455,000 for the CAD"s 2025 budget.
- Moving the board meetings to the evening to encourage taxpayer participation. We have had as many as 80 taxpayers attend.

As Directors, we are committed to this mission and respectively solicit your support and your votes for us and our colleagues. See the attached for more information about each of us.

DUAINE GOULDING

I am a native of Johnson County, a graduate of Cleburne High School, and currently reside in rural Johnson County with my wife, Connie who is also a Cleburne High School Graduate. We have three sons all of whom are residents of Johnson County along with their wives and children.

I earned an M.B.A. as well as a B.S. in Mathematics & Computer Science and pursued a career in the IT Services industry.

My specialties include:

- Strategic Planning
- Operational Efficiency / Process Improvement
- Contract Negotiations
- Client Relations
- Employee Relations
- Sales & Marketing

I am a seasoned executive and leader with extensive executive management experience. I have successfully orchestrated business turnarounds as well as driven significant growth in revenue and profitability for multiple organizations.

My background includes executive management in small and mid-size companies, business units, and multi-business unit groups, as well as management consulting. I have experience in operations, sales and marketing, service delivery, major programs and have a specialty in operational improvement and efficiency. I have served on boards of directors as well as executive committees.

My experience in the high-tech industry includes clients in both the private and public sectors providing a variety of services including outsourcing, managed services, consulting, and staffing. In addition, I have successfully integrated acquisitions into existing operations as well as leading the development of alliances with new business partners.

I am the incumbent Chairman of the CAD Board.

AMY LINGO

Your vote for the Johnson County CAD Board is important. We will represent both the taxing authorities and the tax base. We will oversee policies that are driven by the state comptroller but tailored to the county appraisal office. We will work with the Chief Appraiser to serve those represented. One of my goals for the CAD Board is to ensure that the policies and procedures are clear and effective and can be supported in audits. In doing so, I will keep in mind that these policies should affect both the taxing jurisdiction and the taxpayer in a fair and equitable manner.

My specialties include:
- Policy and Regulatory Compliance, including compliance appraisal review
- Government finance
- Consumer and commercial real estate finance
- Budgeting and Strategic Planning
- Risk Management
- Business Process Improvement
- Employee and Client Relations
- Integrity, reputation, and accountability

My husband, Scott, and I chose to raise our three daughters in Johnson County. Our oldest is now a teacher at Cleburne ISD, and she and her husband are raising their family in the original home we purchased just north of Keene. Scott is the Fire Marshal for the City of Mansfield and has worked 28 years in public service. In 2019, I retired from banking after thirty years, and currently manage a commercial cleaning company, serving a wide range of clients. We live in rural Johnson County and operate a small farm, running sheep production and apiary (beekeeping) on the homestead. We built our home in 2003 and have always intended on residing here until we die. We never imagined that property taxes might keep us from this dream. As my property taxes and those of my neighbors were increasing faster than our incomes, the best way to addressthe situation was by learning more about our ad-valorem tax system and becoming involved at all levels, both local and state.

My education has been hard-won through a combination of good mentors and formal training. I worked my way through college while raising our young family: first completing an associate degree in business management from Hill College, and later graduating from the Southwestern Graduate School of Banking at Southern Methodist University. My banking career allowed me to develop my specialties, and these abilities remain an asset that I can contribute to my current business and my community.

If you want someone who can represent you and your taxpayers with a fair and open mind, select me for one of the positions on the CAD Board.

JOHN R. WOOD

SUMMARY

I have over 35 years' experience in training, business and residential real estate acquisition and development, direct sales, regional sales management, product management, and Field Service Engineering in low voltage and security communication electronics. Strengths include key customer relationship management through effective and influential communication skills, with a strong customer following and network of business contacts.

• Real estate acquisition, renovation and sales	Professionally trained as a real estate agent

SKILLS

• Strong Verbal / Written Communication • On line learning using Articulate and Power Point	• Knowledge of the Real Estate Industry – Trends • and Technologies
• Highly Analytical	• Quickly Grasp Complex Machines and Systems
• Creative Problem Resolution	• High Energy, Reliable, and Efficient Work Style
• Positive Leadership with Influential Power	• "Can Do" Attitude – Whatever it takes to get the job done

PROFESSIONAL EXPERIENCE

I have purchased, renovated and sold at a profit over 100 single and multifamily properties. I am aware of the Johnson County real property market and have personally acquired over 200 acres of land with houses in the last two years in Johnson County,

I was the City Engineer for Grandview, TX – My duties included consulting on infrastructure planning and program oversight to improve the quality of services and to develop a robust fresh and wastewater delivery network.

I have delivered over 1000 trainings on video, intrusion, access control and home automation products. I received a Best New Product Award at ISC West in 2016 for my "Hands On Training" products. I regularly produce high quality educational and promotional videos.

EDUCATION & PROFESSIONAL DEVELOPMENT

Doctor of Philosophy in Business Administration – Paramount California University, 2014
Bachelor of Science, Electronics Engineering Technology – Alameda University, 2007
AMA Sales Management Training (60 hr.) Las Vegas, Nevada, 1993
Photography - Community College of Denver. Denver, Colorado, 1982 - 1984
Management Training - University of Colorado. Boulder, Colorado, 1978 – 1979
Licensed Training School Director and Continuing Education Instructor
Completed Champions Real Estate Training in Austin TX

BRANNON POTTS

I grew up in Cleburne as a third-generation resident of Johnson County, while my wife is a fourth-generation local. I began my career in banking with First Financial Bank in Cleburne, working as a financial analyst and later as Vice President of Commercial Lending then moving to Community Bank in a similar role. In these roles, I handled business real estate loans, new residential developments, and analyzed appraisals, which deepened my understanding of property values in the area. Additionally, I served as Vice Chairman of Planning and Zoning Commission in Cleburne, gaining valuable experience in community service.

Later, I was recruited to be the CFO of our family business, where I worked alongside my father and managed a team of 50 employees. I played a key role in facilitating the company's sale in 2010. Afterward, I started a real estate sales company, which I recently sold on July 1st of this year. I also founded a property management company in 2016 and currently own and manage several rental properties in Johnson, Hood Counties, and throughout the DFW area.

JAMES M. (JIM) COCKRELL

Born and raised in Abilene, Texas. Graduated from Abilene Cooper High School in 1969, and from McMurry College in 1974 with B.S. in Speech & English and a teaching certificate in Secondary Education. In 1989, I obtained an M.Ed In Educational Administration, with Mid-Management and Superintendent certifications from the University of North Texas in Denton.

In addition to a 30 year career in public education as a teacher, building administrator and central office administrator, I also worked in the private sector for 7 years as a journalist (both broadcast and print), and 8 years in political and non-profit professional organizations doing everything from press secretary for a U.S. Congressional candidate, to CEO of the largest in-house real estate multiple listing service in the country.

My wife of 51 years and I both retired from public education in 2011, and in July, 2019, we moved to Johnson County, where we built our retirement home just south of Cleburne. Melody and I are proud parents to four children, and 10 grandchildren.

CENTRAL APPRAISAL DISTRICT
OF JOHNSON COUNTY

109 N Main St
Clebume TX 76033
Metro (817) 648-3000
Fax (817) 645-3105
www.johnsoncad.com

Executive Director/Chief Appraiser
Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA

September 6, 2024

The Honorable Jacob Wheat, Mayor
City of Alvarado
104 W. College Ave
Alvarado, Texas 76009

Dear Mayor Wheat:

An election will be held this coming December to determine who will serve on the Board of Directors for the Central Appraisal District of Johnson County for the years 2025 and 2026. The board consists of nine members. Five nominated and voted by the taxing units, three members elected by popular vote, and the elected Tax Assessor/Collector.

In accordance with Section 6.03(d) of the Texas Property Tax Code, we have calculated the number of votes to which each taxing unit in our district is entitled. As indicated on the calculation enclosed, City of Alvarado is entitled to 66 votes. Please submit the name(s) of any nominee(s) (up to five persons), by resolution adopted by your governing body, to me on or before October 15, 2024. (A sample resolution is enclosed). Legislation prohibits nominations received after this date from appearing on the ballot.

I will then prepare a ballot listing the candidates, and deliver a copy of the ballot to you before October 30, 2024. Your governing body will then determine its vote by resolution and submit it to me on or before December 15, 2024. At that time, I will count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results to you and to the candidates prior to December 31, 2024.

As you can see, timeliness is very important. Please let me know if you have any questions regarding this matter.

Sincerely,

J. Hudspeth

Jim Hudspeth, RPA, RTA, CTA, CSTA, CCA
Executive Director/Chief Appraiser

JH/jw

Enclosures

CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY

CALCULATION OF VOTES FOR ELECTION OF BOARD OF DIRECTORS FOR 2025-2026

TAXING ENTITY	2023 LEVY	PORTION OF TOTAL LEVY IN DISTRICT	X 1000 X 5 SEATS = NUMBER OF VOTES
CITY OF ALVARADO	5,242,978.09	0.0131	66
CITY OF BURLESON	32,139,976.58	0.0806	403
CITY OF CLEBURNE	19,835,505.67	0.0497	249
CITY OF CROWLEY	22,023.07	0.0001	1
CITY OF GODLEY	2,379,772.45	0.0060	30
CITY OF GRANDVIEW	1,030,841.57	0.0026	13
CITY OF JOSHUA	4,489,551.06	0.0113	56
CITY OF KEENE	3,458,664.78	0.0087	43
CITY OF MANSFIELD	11,567,472.95	0.0290	145
CITY OF RIO VISTA	337,993.30	0.0008	4
CITY OF VENUS	2,925,612.89	0.0073	37
ALVARADO ISD	24,982,763.50	0.0626	313
BURLESON ISD	56,987,791.00	0.1429	714
CLEBURNE ISD	45,683,522.55	0.1146	573
CROWLEY ISD	646,692.55	0.0016	8
GODLEY ISD	20,868,672.35	0.0523	262
GRANBURY ISD	1,098,194.42	0.0028	14
GRANDVIEW ISD	5,399,198.51	0.0135	68
JOSHUA ISD	26,198,501.03	0.0657	328
KEENE ISD	2,692,605.00	0.0068	34
MANSFIELD ISD	23,782,685.29	0.0596	298
RIO VISTA ISD	5,198,532.43	0.0130	65
VENUS ISD	8,271,115.51	0.0207	104
HILL COLLEGE	6,089,908.85	0.0153	76
JOHNSON COUNTY	87,473,897.61	0.2193	1096
TOTAL ALL TAXING UNITS	398,804,473.01	1.0000	5000

NOTE: IT REQUIRES AT LEAST 834 VOTES TO SECURE ONE NOMINEE TO A POSITION ON THE BOARD.

CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY

BUDGET SHARE FOR YEAR 2024
BY JURISDICTION

2024 BUDGET:	**$5,001,886.00**				
JURISDICTION	**TAX LEVY 2023**	**PERCENT OF BUDGET**	**LESS ESD1 X .99**	**BUDGET SHARE**	**QUARTERLY PAYMENT**
ALVARADO ISD	24,982,763.50	6.264%	6.202%	$310,205.46	$77,551.37
BURLESON ISD	56,987,791.00	14.290%	14.147%	$707,604.83	$176,901.21
CLEBURNE ISD	45,683,522.55	11.455%	11.341%	$567,242.22	$141,810.55
CROWLEY ISD	646,692.55	0.162%	0.161%	$8,029.84	$2,007.46
GODLEY ISD	20,868,672.35	5.233%	5.180%	$259,121.70	$64,780.42
GRANBURY ISD	1,098,194.42	0.275%	0.273%	$13,636.04	$3,409.01
GRANDVIEW ISD	5,399,198.51	1.354%	1.340%	$67,040.66	$16,760.16
JOSHUA ISD	26,198,501.03	6.569%	6.504%	$325,301.01	$81,325.25
KEENE ISD	2,692,605.00	0.675%	0.668%	$33,433.48	$8,358.37
MANSFIELD ISD	23,782,685.29	5.963%	5.904%	$295,304.36	$73,826.09
RIO VISTA ISD	5,198,532.43	1.304%	1.290%	$64,549.03	$16,137.26
VENUS ISD	8,271,115.51	2.074%	2.053%	$102,700.62	$25,675.15
ALVARADO CITY	5,242,978.09	1.315%	1.302%	$65,100.90	$16,275.23
BURLESON CITY	32,139,976.58	8.059%	7.978%	$399,075.00	$99,768.75
CLEBURNE CITY	19,835,505.67	4.974%	4.924%	$246,293.10	$61,573.27
CROWLEY CITY	22,023.07	0.006%	0.005%	$273.46	$68.36
GODLEY CITY	2,379,772.45	0.597%	0.591%	$29,549.11	$7,387.28
GRANDVIEW CITY	1,030,841.57	0.258%	0.256%	$12,799.73	$3,199.93
JOSHUA CITY	4,489,551.06	1.126%	1.114%	$55,745.76	$13,936.44
KEENE CITY	3,458,664.78	0.867%	0.859%	$42,945.48	$10,736.37
MANSFIELD CITY	11,567,472.95	2.901%	2.872%	$143,630.76	$35,907.69
RIO VISTA CITY	337,993.30	0.085%	0.084%	$4,196.79	$1,049.20
VENUS CITY	2,925,612.89	0.734%	0.726%	$36,326.69	$9,081.67
JOHNSON CO	87,473,897.61	21.934%	21.715%	$1,086,144.08	$271,536.02
ESD1	0.00	0.000%	1.000%	$50,018.86	$12,504.72
HILL COLLEGE	6,089,908.85	1.527%	1.512%	$75,617.05	$18,904.26
TOTAL	**$398,804,473.01**	**100.0%**	**100.0%**	**$5,001,886.00**	**$1,250,471.50**

RESOLUTION R2024-0020

RESOLUTION BY CITY OF ALVARADO, TEXAS, AFFIRMING THE NOMINATION(S) FOR CANDIDATE(S) FOR THE BOARD OF DIRECTORS FOR THE CENTRAL APPRAISAL DISTRICT OF JOHNSON COUNTY, TEXAS.

This is to affirm that the City of Alvarado, Texas, on this the 16th day of September, 2024, did move and approve the following nomination(s). Furthermore, said candidate(s) is(are) eligible for election to the Board of Directors of the Central Appraisal District of Johnson County for the 2025-2026 term.

NOMINATIONS(S) ____

____

VOTING FOR: ____

____

VOTING AGAINST: ____

Said resolution was moved and approved on this the day the 16th day of September, 2024.

Certified by:

____

Jacob Wheat, Mayor

Attest:

____

Beth A. Walls, City Secretary