

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

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, December 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 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. Citizens may obtain a form to speak by requesting it from the City Secretary or the City Marshal prior to the start of the meeting.

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.

INTRODUCTION OF NEW EMPLOYEES

CONSENT AGENDA:

1. Consideration and action to approve minutes from the 11/18/2024 Regular City Council Meeting. (Walls)
2. Consideration and action to move the January Regularly Scheduled City Council Meeting to 01/22/2025 due to the Martin Luther King Jr. Holiday falling on the third Monday of the month. (Walls)

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3. Consideration and action to approve Ordinance No. 2024-0029 regarding the implementation of the new personnel manual, effective 12/01/2024. (Walls) (Personnel Manual Adoption)
4. Consideration and action to approve Ordinance No. 2024-0024, granting to Atmos Energy Corp., its successors, and assigns a gas franchise to use the present and future streets, alleys, highways, public utility easements, and public property of the City of Alvarado, Texas. (Suber) (Atmos Energy Corp. Franchise Agreement)
5. Consideration and action to approve an Interlocal Agreement between the City of Alvarado, Texas and Johnson County for the Operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit 2024. (May) (Stop the Offender Program Interlocal Agreement)
6. Consideration and action to accept the proposal for Right-of-Way Acquisition Services on N. Cummings Road and authorize the City Manager to execute necessary agreements to proceed with the project. (DeBuff) (Whitman Land Group, LLC)

NEW BUSINESS:

7. Discussion, consideration and action to reject all bid submittals received for Davis Avenue wastewater gravity line construction. (Dwiggins)
8. Presentation, consideration and action approving Ordinance 2024-0027, amending the City's Master Fee Schedule. (French)
9. Presentation and training from City Attorney on Chapter 171 of the Local Government Code, Conflict of Interest. (Dierker)
10. Consideration and action to approve Ordinance No. 2024-0026, adopting and enacting a new Code of Ordinances effective as of 06/17/2024. (Walls) (Code Codification)

EXECUTIVE SESSION:

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

- 107 W. Elm Street
- 1300 N. Cummings Drive
- 1303 S. Parkway Drive
- 7601 CR 508
- Red-SE-4
- Parkway Sewer Line
- Vacation Hours
- 804 E. Davis Avenue
- TRA Study
- HMM Agreement
- Millis CR 604

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- Project N. Parkway 2024 A

RECONVENE REGULAR SESSION:

11. Consideration and any action necessary as a result of items legally discussed in Executive Session.
12. Discussion, consideration and action regarding vacation hour allocations for newer employees under the provisions of the approved personnel manual.
13. Consideration and action to authorize the Economic Development Director and City Manager to negotiate and execute Project Red-SE-04 agreement based on terms discussed in Executive Session.
14. Consideration and action to authorize the Economic Development Director and City Manager to negotiate and execute Project N. Parkway 2024 A Agreement based on terms discussed in Executive Session.

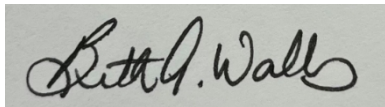
ACCESSIBILITY STATEMENT

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 December 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
11/18/2024
City Council Minutes

The City Council of the City of Alvarado met in Regular Called Session on Monday, November 18, 2024, at 6:30 p.m. The following were present for roll call:

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

Others Present:

Paul DeBuff	City Manager
Beth A Walls	City Secretary
Jessica Hill	Deputy City Secretary
Laura Cox	Chief Financial Officer
Ashley Dierker	City Attorney
Donielle Suber	Director of Administrative Services
Justin French	Community Development Director
Hillary Cromer	Economic Development Director
John Rodgers	Fire Chief
Brad Hargrove	Assistant Fire Chief
Teddy May	Police Chief
Mike Dwiggin	Public Works Director
Mikaela Hall	Communications Manager

Mayor Jacob Wheat called the meeting to order at 6:34 p.m. and Cherry Bryant gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS:

Jameye Jones – Events – APEC Christmas Parade December 6th at 6:00 p.m.

COUNCIL COMMENTS:

Mayor Jacob Wheat: Reminder of Santa's Helpers, Alvarado HS Fundraiser, upcoming movie night starting at 6:00 p.m. on the square in downtown Alvarado.

Lydia Moon: Reminder that New Life Ministry will donate 200 turkeys on November 23, starting at 10:00 a.m.

Carrie Keeton: Gave thanks and appreciation to Jameye Jones for organizing the Trunk or Treat on the Square in downtown Alvarado.

RECOGNITION:

The Life-Saving Award, presented by Fire Chief John Rodgers, recognized the swift and heroic actions of Assistant Chief Brad Hargrove, Captain Jody Bellah, Engineer Doug Johnson, Firefighter Antonio R-Ortiz, Firefighter Kade Klaus, Firefighter Ashtion Kennedy, and Firefighter Jeremy Rosas during two critical incidents in 2024. On May 5th, they successfully executed a challenging swift water rescue, saving multiple victims in coordination with other agencies. On October 19th, their prompt response and advanced medical interventions revived a man in cardiac arrest at a community event.

Administrative Services Director Donielle Suber presented the Citizen of the Year award to Nelda Montgomery, honoring her dedication and service to the community. Mrs. Montgomery will proudly serve as the Grand Marshal for the Holiday Parade of Lights and participate in the Magical Old Town Christmas event on December 6th.

CONSENT AGENDA:

1. **Consideration and action to approve minutes from the 11/06/2024 Special City Council Meeting.**
2. **Consideration and action to approve the Bank Proposal, Bank Depository Agreement, and Collateral Security Agreement with First Financial Bank and authorizing the City Manager to execute any documents in connection therewith.**
3. **Consideration and action to approve and authorize the City Manager to execute a contract with TodoVerde for the Information Technology (IT) Network Infrastructure Upgrade.**

Motion was made by Lydia Moon and seconded by Cherry Bryant to approve items #1, #2, and #3 on the Consent Agenda.

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

REGULAR BUSINESS:

4. **Consideration and action to approve Resolution No. 2024-0024, authorizing the award of Administrative/Project Delivery Service Provider Contract(s) for the 2025-2026 Texas Community Development Block Grant (TxCDBG) Fund Project.**
5. **Consideration and action to approve Resolution No. 2024-0025, authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Community Development funds.**

Rob Burton, with GrantWorks, addressed the council. They will prepare and submit the City of Alvarado's application for the 2025-26 Texas Community Development Block Grant (TxCDBG) Program to the Texas Department of Agriculture, seeking \$750,000 in Community Development funds. The application deadline is December 9, 2024. If awarded, the grant will primarily fund street improvements, with the City committing \$75,000 in matching funds for the selected project.

Motion was made by Lydia Moon and seconded by Beverly Short to approve items # 4 and # 5.

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

6. TRA Presentation on shared Wastewater Plan Study.

The TRA is planning the development of a large regional wastewater treatment plant, potentially designed to serve multiple cities, including Alvarado. This facility would offer Alvarado an additional wastewater capacity option by enabling the city to transfer its wastewater to the regional plant for treatment. No action taken.

7. Consideration and action to approve Resolution No. R2024-0023, authorizing professional service provider selection and authorized signatories for the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program through the Texas General Land Office (GLO).

The City Council authorized an agreement for a \$300,000 Resilient Communities Program grant on October 16, 2023, to support disaster resilience planning. The City advertised for professional services on August 8, 2024, and received three proposals by August 23rd, that were evaluated by City personnel. The grant will fund updates to the Comprehensive Plan, Downtown Master Plan, Infrastructure Master Plan, and zoning ordinance to enhance community resilience to future disasters.

Motion was made by Lydia Moon and seconded by Carrie Keeton to approve Resolution No. R2024-0023, awarding the GLO RCP grant to LJA as presented, with the modification of retaining other elements with the cost to the City of up to \$75,000 for added scope, as discussed.

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

8. Discussion, workshop and consideration and action regarding expansion of scope for drafting a temporary zoning district for the Downtown area.

Abra Nusser with LJA presented. The Temporary Downtown Zoning Overlay is meant to preserve the downtown area while developing a comprehensive master plan. This overlay would implement temporary regulations to guide development and maintain compatibility with the city's long-term vision. It will remain in place until the Downtown Master Plan is completed and adopted.

Motion was made by Lydia Moon and seconded by Carrie Keeton to approve the expansion of the scope to include two additional properties west of City Hall, totaling \$33,000.00.

Lydia Moon amended the motion to expand the scope to include properties outlined in the black box, as shown in 'Exhibit A.'

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

9. Consideration and action to authorize the City Manager to negotiate with Aguirre & Fields on the N. Cummings project to extend the scope of work to C.R. 604 and to execute a change order.

Alex Garcia with Aguirre & Fields presented. The North Cummings Drive project has been revised with expanded limits, design enhancements, and a broader scope to accommodate increased residential growth and traffic. The cost of this addition is \$718,081, with NCTCOG agreeing to provide an additional \$4 million in grant funding if the addition is incorporated. The project is estimated to begin in September 2025.

Motion was made by Lydia Moon and seconded by Beverly Short to authorize the City Manager to negotiate with Aguirre & Fields on the N. Cummings project to extend the scope of work to C.R. 604 and to execute a change order.

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

10. Consideration and action to approve a Services Agreement with BHC Engineers to relocate the existing 8-inch waterline and expand it to a 12-inch line for the construction of N. Cummings Drive.

As part of the expansion and reconstruction of N. Cummings Drive, including the roadway widening, it is necessary to relocate the existing water line outside of the new road alignment. To accommodate current growth and future demands, the line needs to be upsized to a 12-inch diameter.

Motion was made by Cherry Bryant and seconded by Carrie Keeton to approve a Services Agreement with BHC Engineers for \$213,764.00 to relocate the existing 8-inch waterline and expand it to a 12-inch line for the construction of N. Cummings Drive.

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

11. Consideration and action to award the bid for the reconstruction of the three blocks of S. Friou Street between E. Atchley Street and the BNSF rail, and authorize the City Manager to negotiate and execute a contract.

As part of the ongoing road maintenance program, this project will address several damaged Friou Street sections and overlay asphalt from Atchley Street southward for three blocks to the street's dead end. It also includes paving the final unsurfaced block. Staff has advertised bids for this project through the newspaper and the city website.

12. Consideration and action to award the bid for street repairs on Davis Avenue between S. Sparks Street and S. Cummings Drive, and authorize the City Manager to negotiate and execute a contract.

As part of our ongoing road maintenance program, this project will address several damaged areas on East and West Davis Avenue, from S. Sparks to S. Cummings, by filling, repairing, and overlaying them with hot mix asphalt. Staff has advertised bids for this project through the newspaper and the city website.

Motion was made by Lydia Moon and seconded by Cherry Bryant to approve items # 11 and # 12, awarding the bids for street repairs on Davis Avenue between S. Sparks Street and S. Cummings Drive in the amount of \$93,794.00 and the reconstruction of the three blocks of S. Friou Street between E. Atchley Street and the BNSF rail in the amount of \$195,779.00 to JC & Sons, and authorize the City Manager to negotiate and execute the contracts.

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

- 13. Consideration and action to award the bid for Davis Avenue wastewater gravity line construction and authorize the City Manager to negotiate and execute a contract.**

No action taken.

- 14. Consideration and possible action on the application of Drew Terrell with Bruckner Truck Sales for approval of a combination plat to create Lot 1, Block 1 of the Bruckner Addition being 26.995 acres, approximately addressed at 6624 CR 604.**

The combination plat application, submitted on October 29, 2024, was deemed administratively complete. Per the Alvarado subdivision ordinance, the City Council must act within 30 days to approve, approve with conditions, or disapprove with reasons. The Future Land Use map designates the site for Interstate Business, intended for developments like retail and shopping centers along IH-35W to boost non-residential tax revenue and attract residents and visitors.

Motion was made by Lydia Moon and seconded by Carrie Keeton to approve the application of Drew Terrell with Bruckner Truck Sales for approval of a combination plat to create Lot 1, Block 1 of the Bruckner Addition being 26.995 acres, approximately addressed at 6624 CR 604, with P&Z conditions.

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

- 15. Consideration and action to approve a Professional Service Agreement with SafeBuilt for code enforcement, plan review, and inspection services available, including inspection of subdivision and construction plans and onsite sewer facilities to supplement current personnel services, as needed.**

If approved, the service would be provided on a flexible, as-needed basis, billed hourly or as a flat monthly rate depending on the scope. Additional specialized inspections and plan reviews will be available to support the city's needs, with all costs outlined in the proposal.

Motion was made by Cherry Bryant to approve a Professional Service Agreement with SafeBuilt.

Motion failed for lack of a second.

16. **Public Hearing, consideration and action to approve Ordinance No. 2024-0022, amending article VII, "Administration and Enforcement," of Chapter 42, "Zoning," of the Code of Ordinances, City of Alvarado, Texas by adding a new section reestablishing the Planning and Zoning Commission.**

MAYOR JACOB WHEAT OPENED THE PUBLIC HEARING AT 8:55 P.M. AND CLOSED THE PUBLIC HEARING AT 9:00 P.M.

A review of Alvarado's Code of Ordinances revealed that the Planning and Zoning (P&Z) Commission was omitted during a 2015 ordinance update. As a Home Rule city, Alvarado is required by Texas law to have a P&Z Commission. The proposed ordinance reinstates and defines the commission's operations.

Motion was made by Lydia Moon and seconded by Cherry Bryant to approve Ordinance No. 2024-0022, amending article VII, "Administration and Enforcement," of Chapter 42, "Zoning," of the Code of Ordinances, City of Alvarado, Texas by adding a new section reestablishing the Planning and Zoning Commission and ratifying all items approved since 2015 due to an inadvertent oversight.

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

17. **Presentation, consideration and action to approve the new personnel manual for the City of Alvarado, Texas.**

The proposed personnel manual updates and replaces the outdated version to reflect changes in employment law and align with current municipal needs.

Motion was made by Cherry Bryant and seconded by Carrie Keeton to approve the new personnel manual for the City of Alvarado, Texas.

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

MAYOR WHEAT DECLARED COUNCIL TO BE IN EXECUTIVE SESSION AT 9:41 P.M. AND RECONVENED TO REGULAR SESSION AT 10:25 P.M.

18. **Consideration and any action necessary as a result of items legally discussed in Executive Session.**

19. Consideration and action to authorize the Economic Development Director and City Manager to negotiate and execute Project Red-C-01 Agreement based on terms discussed in Executive Session.

Motion was made by Lydia Moon and seconded by Carrie Keeton to authorize the Economic Development Director and City Manager to negotiate and execute Project Red-C-01 Agreement based on terms discussed in Executive Session.

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

20. Consideration and action to authorize the Economic Development Director and City Manager to negotiate and execute Project N. Parkway 2024 A Agreement based on terms discussed in Executive Session.

Motion was made by Lydia Moon and seconded by Carrie Keeton to authorize the Economic Development Director and City Manager to negotiate and execute Project N. Parkway 2024 A Agreement based on terms discussed in Executive Session.

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

There being no further business, Mayor Wheat adjourned the meeting at 10:26 P.M.

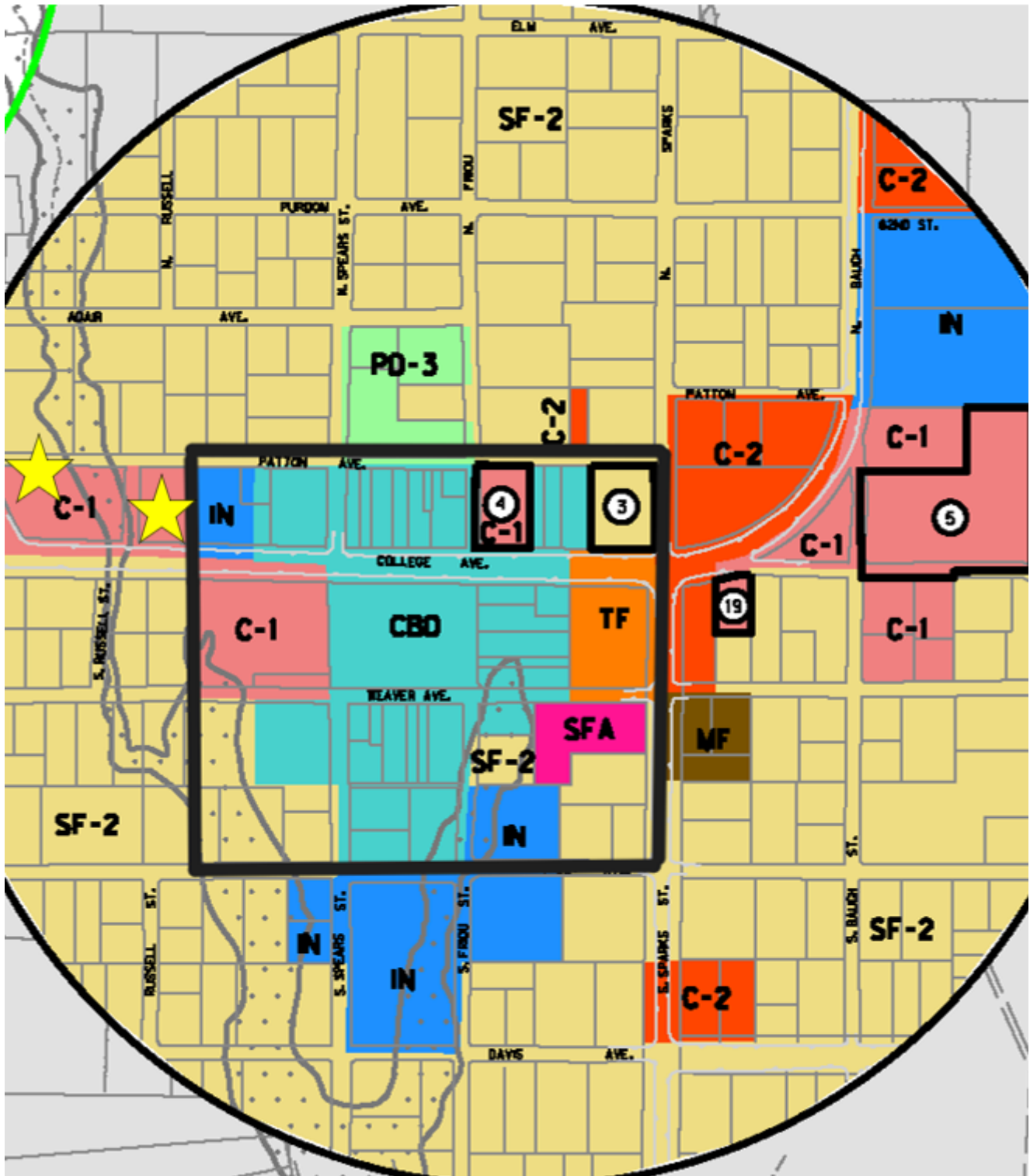
Passed and approved this the 16th day of December, 2024.

Jacob Wheat, Mayor

Respectfully Submitted,

Beth A. Walls, City Secretary/HRD

Exhibit A.





City Council Meeting Management Report

Meeting Date: December 16, 2024

Contact: Beth A. Walls, Director of Human Resources

AGENDA ITEM:

Consideration and action to approve Ordinance 2024-0029 regarding the implementation of the new personnel manual, effective 12/1/24.

BACKGROUND AND FINDINGS:

At the November 18, 2024 City Council meeting, Council approved the adoption of a City of Alvarado Personnel Manual. This ordinance is required to update the code of ordinances regarding that adoption.

FINANCIAL IMPACT:

None

MANAGEMENT REVIEW:

Paul DeBuff

ATTACHMENTS:

Ordinance No. 2024-0029

ORDINANCE NO. 2024-0029

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING SECTION 2-105, “ADOPTION OF PERSONNEL RULES AND POLICIES,” OF DIVISION 1, “GENERALLY,” OF ARTICLE III, “OFFICERS AND EMPLOYEES,” OF CHAPTER 2, “ADMINISTRATION,” OF THE ALVARADO CODE TO ALLOW THE RULES AND POLICIES TO BE AMENDED AND KEPT ON FILE WITH THE CITY SECRETARY; 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 Council previously adopted Personnel rules and policies and provided for amending same; and

WHEREAS, upon review, the City Council determined that the manner of amending the personnel rules and policies require updating.

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

SECTION 1.

Section 2-105 of Division 1, “Generally,” of Article III, “Officers and Employees,” of Chapter 2, “Administration,” of the Alvarado Code, is hereby amended to read as follows:

“§2-105 Adoption of personnel rules and policies.

Personnel rules and policies for the city are hereby adopted as set out in Exhibit A. The rules and policies may be amended from time to time at the discretion of the City Council and as required by law and shall be kept on file in the office of the city secretary.”

SECTION 2.

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 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and 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 4. EFFECTIVE DATE

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, Texas, on this the 16th day of December 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary/HRD



City Council Meeting Management Report

Meeting Date: December 16, 2024

Contact: Donielle Suber, Administrative Services Director

AGENDA ITEM:

Consideration and action to approve Ordinance No. 2024-0021, granting to Atmos Energy Corporation, its successors, and assigns a gas utility service franchise to use the present and future streets, alleys, highways, public utility easements, public ways, and public property of the City of Alvarado, Texas.

BACKGROUND & FINDINGS:

The proposed municipal franchise agreement between the City of Alvarado and Atmos Energy Corporation (Atmos) permits Atmos to operate within the city's public rights-of-way to provide gas utility services to Alvarado consumers. Beneficial to both parties, the agreement defines the conditions under which Atmos will manage its system of gas lines, structures, equipment, and facilities within the city. Effective January 1, 2025, the agreement spans 25 years, expiring on December 31, 2049. It includes provisions for facility relocation, renegotiation if Atmos secures better terms with other municipalities, and construction within the city's rights-of-way.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Ordinance No. 2024-0021, granting to Atmos Energy Corporation and its successors, and assigns a gas utility service franchise to use the present and future streets, alleys, highways, public utility easements, public ways, and public property of the City of Alvarado, Texas.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENT:

Ordinance No. 2024-0021

ORDINANCE NO. 2024-0021

AN ORDINANCE GRANTING A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF ALVARADO, JOHNSON COUNTY TEXAS, TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF CERTAIN OTHER FEES AND CHARGES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

WHEREAS, Atmos Energy Corporation (hereinafter called “Grantee”) is engaged in the business of providing gas utility service within the City of Alvarado (hereinafter called “City”) and is using the Public Rights-of-Way for that purpose under the terms of an ordinance granting a franchise agreement and ordinance heretofore duly passed by the governing body of the City; and
the City and Grantee desire to enter into a new franchise agreement for the provision of Gas utility service within the City;

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

SECTION 1. GRANT OF AUTHORITY.

(A) That the City hereby grants to Grantee consent to use and occupy, subject to the terms hereof, the present and future Public Right-of-Way as defined herein, for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon its “System” to deliver, transport and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this Franchise.

(B) The provisions set forth in this Ordinance represent the terms and conditions under which Grantee shall construct, operate, and maintain its System facilities within the City. Grantee, by its acceptance of this Franchise, agrees that all such lawful regulatory powers and rights as the same may be from time to time vested in the City shall be in full force and effect and subject to the exercise thereof by the City at any time.

(C) This Franchise does not grant to the Grantee the right, privilege or authority to engage in any other activities within the City other than those set forth in Section 1(A).

SECTION 2. DEFINITIONS.

For the purpose of this Franchise, the following words and phrases shall have meaning given in this section. When not inconsistent with the context, words used in the present tense include future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this section shall be given their common and ordinary meaning.

"Affiliate" means any entity controlling, controlled by or under common control with the entity in question. As used in this definition, the term "control" means, with respect to an entity that is a corporation, the ownership, directly or indirectly, of more than 50% of the voting securities of such entity or, with respect to an entity that is not a corporation, the power to direct the management or policies of such entity, whether by operation of law, by contract or otherwise.

"City" means the municipal corporation designated as the City of Alvarado and includes the territory as currently is or may in the future be included within the boundaries of the City, with its principal office at 104 West. College Street, Alvarado, Texas 76009.

"City Council" means the legislative body of the City.

"City Manager" means the City Manager of the City of Alvarado or the manager's designated representative.

"Franchise" or "Agreement" means the rights and obligations of the City and the Grantee set forth in this Franchise ordinance, as the same may be amended from time to time, and includes those rights and duties provided under the laws of Texas and of the United States.

"Gas" means such gaseous fuels as natural, artificial, synthetic, liquefied natural gas, liquefied petroleum, manufactured, or any mixture thereof.

"Grantee" means Atmos Energy Corporation, but does not include its affiliates, subsidiaries or any other entity in which it has an ownership interest, with its principal office at 5430 LBJ Freeway, Dallas, Texas 75240.

"Gross Revenues" means all revenue derived or received, directly or indirectly, by the Grantee from or in connection with the operation of the System within the corporate limits of the City and including, without limitation:

(A) all revenues received by the Grantee from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale of gas to its customers within City) within the City;

(B) all revenues received by the Grantee from the transportation of gas through the pipeline system of Grantee within the City to customers located within the City (excluding any gas transported to another gas utility in City for the sale of gas to its customers within City);

(C) the value of gas transported by Grantee for transport customers through the System of Grantee within the City ("Third Party Sales"), (excluding the value of any gas transported to another gas utility in City which has executed a franchise agreement with the City for the sale of gas to its customers within City), with the value of such gas to be established by utilizing Grantee's monthly weighted average cost of gas charged to industrial customers in the Mid-Tex division, as reasonably as is possible near the time as the transportation service is performed; and

(D) "Gross Revenues" shall also include:

- (1) the following miscellaneous charges:
 - (a) charges to connect, disconnect, or reconnect gas within the City;
 - (b) charges to handle returned checks from consumers within the City;
 - (c) contributions in aid of construction" ("CIAC");
 - (d) and
- (2) revenues billed but not ultimately collected or received by Grantee; and
- (3) State gross receipts fees.
- (4) Should the City wish for such other service charges and charges as may from time to time, be authorized in the rates and charges on file with the City be included, they may do so by addendum agreed upon by the Parties.

(E) "Gross Revenues" shall not include:

- (1) the revenue of any Affiliate or subsidiary of Grantee;
- (2) sales taxes and franchise fees paid to the City;
- (3) any interest or investment income earned by Grantee; and
- (4) all monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the Public Right- of-Way.

"Public Rights-of-Way" means the present and future public streets, medians, boulevards, roads, lanes, alleys, highways, public utility easements, public thoroughfares, viaducts, and bridges across water ways and other public places that are deeded or dedicated to the City and are available for Grantee's use.

"Railroad Commission" means the Railroad Commission of the State of Texas or other authority succeeding to the regulatory powers of the Railroad Commission.

"Residents" means all persons, businesses, industry, governmental agencies, and any other entity whatsoever, located, in whole or part, within the City that are or may be served by the Grantee hereunder.

"System" and/ or "System facilities" means all of the Grantee's pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections or other appurtenant equipment used in or incident to providing delivery, transportation, distribution, and sales of natural gas for heating, lighting and power.

SECTION 3. USE OF RIGHT-OF-WAY.

(A) The grant to Grantee in Section 1 of this Franchise is subject to the terms and conditions contained herein, the Texas Constitution, the City's ordinances, all as amended, and subject to applicable and controlling local, state and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future. This Franchise shall in no way affect or impair the rights, obligations or remedies of the parties under the Texas Public Utility Regulatory Act, other state or federal law or the Texas Constitution. Nothing herein shall be deemed a waiver, release or relinquishment of either party's right to contest, appeal, or file suit with respect to any action or decision of the other party, including ordinances adopted by the City, that Grantee believes is in violation of any federal, state, or local law or regulation.

(B) Grantee shall provide reasonable notice to the City of planned work within the Public Right-of-Way and shall, except in cases of emergency conditions, obtain a permit if required by the City's ordinances before commencing work. If so required, Grantee shall comply with permitting requirements that do not conflict with this Franchise; provided however Grantee and its agents shall not be required to pay fees related to its use of the public right-of-way other than in accordance with Section 7 hereof.

(C) The location of all System facilities in the Public Right-of-Way shall be subject to approval by the City Manager prior to construction; provided however, said approval shall not be unreasonably withheld. In the event of a conflict between the location of the System facilities of Grantee and the location of the facilities of City or other utility franchisees within the Public Right-of-Way that cannot be resolved, the City Manager shall resolve the conflict and determine the location of the respective facilities. Grantee shall not interfere with power, telephone, cable or water facilities, sanitary or storm sewer facilities or other municipal or public use of the Public Right-of-Way. Grantee has the right to request City Council review of any actions concerning Grantee's use of the Public Right-of-Way. City shall make its annual capital improvements plan as well as any updates or changes available to Grantee. City shall notify Grantee as soon as reasonably possible of any projects that will affect Grantee's facilities located in the Public Rights-of-Way.

(D) The Grantee shall construct, maintain and operate its System facilities in a manner which provides reasonable protection against injury or damage to persons or property.

(E) When the Grantee is required by City to remove or relocate System facilities to accommodate construction of streets and alleys by City, and Grantee is eligible under Federal, State, County, City or other local agencies or programs for reimbursement of costs and expenses incurred by Grantee as a result of such removal or relocation, and such reimbursement is required to be handled through City, the City shall include Grantee costs and expenses in any application by City for reimbursement, if Grantee submits a request together with its cost and expense documentation to City a reasonable time prior to the filing of the application. City shall provide reasonable notice to Grantee of the deadline for Grantee to submit documentation of the costs and expenses of such relocation to City. Upon receipt of an amount of reimbursement intended for utility relocations including gas utilities, City shall remit to Grantee, within thirty (30) days of receipt, any portion of such reimbursement specifically designated as a reimbursement of Grantee's costs incurred in the relocation or removal of Grantee's facilities but only after City has been fully reimbursed for its own costs of relocation or removal of utilities and related facilities. When Grantee is required to remove or relocate any System facilities without reimbursement, Grantee shall have the right to seek recovery of relocations as provided for in applicable law. City shall not oppose recovery of relocation costs when Grantee is required by City to perform relocation. City shall not require that Grantee document request for reimbursement as a pre-condition to recovery of such relocation costs. Nothing herein shall prohibit the City from denying or opposing a request by Company to increase or modify its other rates, charges, fees or tariffs.

(F) City may request Grantee to relocate any part of its System facilities installed or maintained in the Public Right-of-Way to accommodate construction or improvement of a highway, road, street, public way, other public work or other bona fide public purpose excluding projects with the primary purpose of beautification or benefiting a third party. Grantee shall be responsible for bearing the costs of such relocation to the extent that proposed City facilities are determined to be in conflict with Grantee's existing facilities and as permitted by local, state or federal law. Such relocation shall be made by the Grantee within a reasonable period of time not to exceed sixty (60) days after notice of request from City unless otherwise specifically agreed to by the City. Should Grantee submit evidence that it is unable to complete the relocation within said time due to no fault of Grantee, the City Manager may agree with Grantee to extend such time. Should Grantee have concerns regarding whether the requested placement of facilities is unsafe or inconsistent with the gas distribution industry standard safe operating practices, Grantee shall provide the City with information detailing and substantiating such concerns and work with City on a solution acceptable to both parties.

(G) Following relocation, Grantee shall repair, according to City specifications, clean up, and restore to the condition it was in before being disturbed, all Public Right-of-Way disturbed during the construction and repair of its System at its expense.

(H) The installation and replacement of any System facilities in Public Right-of-Way by the Grantee shall be subject to inspection and approval by the City. The repair and maintenance of any System facilities in Public Right-of-Way by the Grantee shall be subject to inspection by the City. The Grantee agrees to cooperate fully with the City in conducting the

inspection. Such inspections shall be conducted within a reasonable time after completion of the project solely for the purpose of confirming conformance with applicable City Ordinances and regulations. The Grantee shall promptly perform reasonable remedial action required by the City pursuant to such an inspection.

(I) Grantee shall require its contractors working in Public Right-of-Way to hold all necessary contracting licenses and permits required by the City. In no case, however, shall contractors working within the Public Right-of-Way on behalf of Grantee be required to pay any fees related to use of the Public Right-of-Way.

(J) The City reserves the right to lay and permit to be laid, power, sewer, Gas, water, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work that may be deemed necessary or proper by the City in, across, along, over and under any Public Right-of-Way occupied by Grantee, and to change any curb or sidewalk or the grade of any street.

(K) If City abandons any Public Rights-of-Way in which Grantee has facilities, such abandonment shall be conditioned on Grantee's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Grantee agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Grantee to remove or relocate its System facilities and Grantee agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 4. INDEMNIFICATION AND INSURANCE.

(A) In consideration of the granting of this franchise, grantee agrees to indemnify and keep harmless the city, its officers, agents and employees (the "indemnitees") from and against all suits, actions, liability, or claims of injury to any person or persons, or damages to any property brought or made for or on account of any death, injuries to, or damages received or sustained by any person or persons or for damage to or loss of property arising out of, or occasioned by grantee's intentional and/or negligent acts or omissions in connection with grantee's operations; this indemnification shall apply whether or not the city, its agents, officers or employees were negligent.

(b) It is the intent of the parties by agreement to this section 4 that if a claim is made in any forum against indemnitees for any of the reasons referred to in section 4(a), and upon resolution of the claim:

(1) There is no finding by a court of competent jurisdiction that indemnitees were negligent in connection with any of the reasons referred to in section 4(a), grantee shall hold indemnitees harmless and indemnify them for any damage, loss, expense, or liability resulting from the claim, including all reasonable attorney's fees, costs, and penalties incurred; or

(2) There is a finding by a court of competent jurisdiction that the grantee and indemnitee were both negligent in connection with any of the reasons referred to in section 4, indemnity, if any, shall be apportioned comparatively in accordance with the laws of the state of Texas. Grantee shall hold indemnitees harmless and indemnify them for grantee's portion of any damage, loss, expense, or liability resulting from the claim, including reasonable attorneys' fees, costs, and penalties.

(C) This section does not waive any governmental immunity available to the City under Texas law. This section is not intended to create a cause of action or liability for the benefit of third parties but is solely for the benefit of the Grantee and the City. This section is not intended to limit the ability of City or Grantee to settle claims through alternative dispute resolution. However, resolution of a claim by alternative dispute resolution requires the written consent of both parties.

(D) If any action, suit or proceeding is brought against the City, its agents and employees, upon any claim arising out of Grantee's operations, City shall give notice in writing to Grantee by registered or certified mail. The City agrees to reasonably cooperate with Grantee in connection with such defense.

(E) Promptly after receipt by an Indemnitee of any claim or notice of the commencement of any action, administrative or legal proceeding, or investigation as to which the indemnity provided for in Section 4(A) hereof may apply, the Indemnitee shall notify the Grantee in writing of such fact. Grantee shall assume the defense thereof with counsel designated by Grantee and reasonably satisfactory to the Indemnitee.

(F) Should an Indemnitee be entitled to indemnification under this Section (4) hereof as a result of a claim by a third party, and Grantee fails to assume the defense of such claim, the Indemnitee will, at the expense of Grantee, contest (or, with the prior written consent of Grantee, settle) such third party claim.

(G) Grantee shall purchase and maintain the following insurance coverages throughout the term of this Franchise or maintain the equivalent coverages through a plan of self-insurance maintained in accordance with sound accounting and risk management practices:

(1) Worker's compensation insurance and employer's liability coverage meeting applicable state statutory requirements.

(2) Commercial general liability insurance, or any combination of general liability and umbrella or excess insurance, with minimum limits of Ten Million Dollars (\$10,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts and shall include coverage for completed operations liability (to be maintained for one year); personal injury; and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage. The insurance coverage must be written by a company or companies approved to conduct business in the State

of Texas. Grantee shall require its insurance to respond as if the City were named as an additional insured.

(3) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Grantee, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

(H) Special Conditions. Insurance furnished by Grantee shall be in accordance with the following requirements:

(1) Prior to commencement of operations pursuant to this Agreement, Grantee shall furnish the City with satisfactory proof that it has provided adequate insurance coverage in amounts as required by this Franchise.

(2) All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claim made basis and shall name the City, its officers and employees as additional insureds by using endorsement CG 20 26 or broader or, if Grantee is self insured, by equivalent coverages. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company, or if Grantee is self-insured, by a plan of self-insurance maintained in accordance with sound accounting and risk management practices.

(3) Insurance policies must provide that the issuing company or, for a plan of self-insurance Grantee, waives all rights to recovery by way of subrogation against the City, its officers, and employees and agents, in connection with damage or losses covered by the policies or the coverages described in this Franchise.

(4) Grantee shall give at least thirty (30) days prior written to the City of any intention to cancel, replace, or materially reduce its insurance coverages. Such notice shall be given in accordance with Section 13C below.

(5) The policy phrase "other insurance" shall not apply to the City where the City is an additional insured on the policy. If Grantee has adopted a plan of self-insurance, the plan shall be primary and non-contributory. The City's other insurance will be excess coverage and not contribute to the primary coverage.

(I) The City will accept certificates of self-insurance which provide the same coverages as required herein, so long as Grantee demonstrates by written information to the City Manager that it has adequate financial resources to be a self-insured entity.

SECTION 5. GAS SERVICE.

(A) Grantee shall be required to extend distribution mains in any Public Right-of-Way up to one hundred feet (100') for any one residential customer only if such customer, at a minimum, uses gas for unsupplemented space heating and water heating. Grantee shall not be required to extend transmission mains in any Public Right-of-Way within City or to make a tap on any transmission main within City unless Grantee agrees to such extension by a written agreement between Grantee and a customer.

(B) Grantee shall keep and maintain its books, records, contracts, accounts, documents and papers in any way related to this franchise ordinance and shall make them available for inspection by City officials and employees upon reasonable notice.

(C) The Grantee shall install, repair, maintain and replace its Facilities in a good and workmanlike manner.

(D) Grantee shall take such measures which will result in its Facilities meeting the standards required by applicable federal, state and environmental laws. Grantee will provide the City with status reports of such measures upon request by the City.

SECTION 6. NON-EXCLUSIVE FRANCHISE.

The rights, privileges, and franchises granted by this Franchise are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling Gas to and for City and the inhabitants thereof.

SECTION 7. CONSIDERATION AND METHOD OF PAYMENT.

(A) Grantee shall pay City on or before the 1st day of December, 2025, and on or before the same day of each succeeding year during the term of this Franchise, five percent (5%) of the Gross Revenues received by Grantee during the preceding calendar year. Grantee's initial payment on the 1st day of December, 2025 shall be for the right of the Franchise for the period from January 1, 2025 through December 31, 2025. Except as provided in Section 7(B), the last payment hereunder shall be December 1, 2049.

(B) The franchise fee amounts due herein based on CIAC shall be calculated on an annual calendar year basis, i.e., from January 1 through December 31 of each calendar year. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee payment under this Franchise shall be due on or before April 30, 2026, and will be based on CIAC revenues for the year January 1 through December 31, 2025. The final CIAC franchise fee payment shall be due on April 30, 2050, and shall be based upon the CIAC revenues for the year 2049.

(C) Grantee agrees that at the time of each payment, Grantee shall also submit to the City a statement showing its Gross Revenues for the calendar year in which payment is made from the sale of Gas to its customers, including but not limited to residential, commercial, industrial and governmental customers, within said corporate limits, including the amount of revenues received by Grantee for the transportation of Gas. The City may treat this statement as if it were duly sworn to by an officer of Grantee.

(D) The reimbursement of the City by Grantee for hiring experts in connection with the rate making process pursuant to state law for which Grantee may be legally liable shall not be deducted from the payment hereunder.

(E) Should any payment due date required by this Franchise fall on a weekend or declared bank holiday, payment shall be delivered to the City no later than the close of business on the working day prior to any specifically required due date contained within this Franchise.

(F) If Grantee fails to pay when due any payment provided for in this Agreement, Grantee shall pay such amount plus interest at the prime rate or the statutory rate for deposits under Section 183.003 of the Texas Utilities Code, whichever is higher on the due date of the payment. Interest shall be calculated from such due date until payment is received by the City.

(G) Grantee may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this Franchise. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Grantee's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Grantee's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Grantee and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Grantee. This paragraph applies exclusively to the City's franchise fees and nothing herein shall prohibit the City from denying or opposing a request by Company to increase or modify its other rates, charges, fees or tariffs. The City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit recovery of such franchise fees by Grantee.

(H) The City shall within thirty (30) days of final approval, give Grantee notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Grantee shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from the City. Upon request from the City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments.

In no event shall Grantee be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 8. OTHER TAXES.

(A) It is expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges, municipal license, permit and inspection fees, bonds, street taxes, and street or alley rentals or charges except as provided in this section. Payment of the fees and other consideration due hereunder by the Grantee is not accepted by the City in lieu of any reimbursement of regulatory costs, payment of taxes that are uniform and generally applicable to other persons conducting business within the City, such as property, sales and use taxes, or the costs to repair damages to the Public Right-of-Way or to indemnify the City as required herein. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges as aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Grantee's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges as aforesaid.

(B) Payment of the fees and other consideration due hereunder shall not in any way limit or inhibit any of the privileges of the City whether under this Franchise or otherwise.

SECTION 9. TERM.

The initial term of this franchise shall expire at midnight on December 31, 2049. With the written approval of both City and Grantee, the Franchise may be extended for two (2) additional terms of five (5) years on the same terms and conditions as set forth herein or as negotiated by the parties hereto.

SECTION 10. OTHER FRANCHISES.

If Grantee should at any time after the effective date of this Franchise agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its Public Right-of-Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Franchise, then the franchise fee to be paid by Grantee to City pursuant to this Franchise may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Grantee may grant, in its sole reasonable discretion, such waiver.

SECTION 11. CITY RULES AND REGULATION, DOCUMENTS AND REPORTS

(A) The City expressly reserves, and the Grantee expressly recognizes, the City's right and duty to adopt, from time to time, in addition to the provisions herein contained, such cost of service, cost of Gas, charter provisions, ordinances, rules and regulations as the City deems necessary.

(B) Grantee shall file with the City, those documents required by law to be filed with the City, and otherwise, upon City's request, all tariffs, rules, regulations and policies under consideration with the Railroad Commission relating to the facilities and operations, any matters relating to the System facilities and operations, any matters affecting the use of Public Right-of-Way or this Franchise. Upon request, the Grantee shall provide the City with a copy of filings it makes with the Railroad Commission affecting the same. In addition, upon request, the Grantee will provide the City copies of the Grantee's most recent annual report, all petitions, communication reports, advice letters, audits, complaints and applications together with supporting pre-filed testimony and exhibits filed by the Grantee or third parties with the Railroad Commission.

SECTION 12. DEFAULT, REMEDIES, TERMINATION.

(A) In addition to all other rights and powers retained by the City under this Franchise or otherwise, the City reserves the right to forfeit and terminate the Franchise and all rights and privileges of the Grantee hereunder in the event of a breach of its terms and conditions. A breach by Grantee shall include, but shall not be limited to, the following:

(1) Violation of any provision of the Franchise or any rule, order, regulation or determination of the City made pursuant to the Franchise;

(2) Attempt to evade any provision of the Franchise or to practice any fraud or deceit upon the City or its Residents;

(3) Failure to begin or complete Gas facility construction and/or extension as agreed to with the City;

(4) Failure to provide the services set forth in the Franchise; or

(5) Material misrepresentation of fact in the application for or negotiation of the Franchise.

(B) The foregoing shall not constitute a breach if the violation occurs without fault of the Grantee or occurs as a result of circumstances beyond its control which could not have been avoided as a result of the exercise of reasonable care. Grantee shall not be excused by mere economic hardship or by misfeasance or malfeasance of its directors, officers or employees.

(C) The City may make a written demand that the Grantee comply with any such provision, rule, order, or determination under or pursuant to this Franchise. If the violation by the Grantee continues for a period of thirty (30) days following such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may take under consideration the issue of termination of the Franchise.

(D) If Grantee does not cure the default within such time frame, City shall notify Grantee in writing of its right to have a hearing before the City Council to present any objections or defenses Grantee may have that are relevant to the proposed termination. The notice shall specify a hearing date, which shall be at least thirty (30) days from the date of the notice. After such hearing, the City may determine whether to continue or to terminate the Franchise. The final decision of the City Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Grantee of the City Council's decision terminating the Franchise, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable, and until the termination becomes effective, the provisions of this Franchise shall remain in effect for all purposes.

(E) Notwithstanding the foregoing, the rights and remedies of the City set forth in this section shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. City and Grantee understand and intend that such remedies shall be cumulative to the maximum extent permitted by law, and the exercise by City of any one or more of such remedies shall not preclude the exercise by City, at the same or different times, of any other such remedies for the same breach of this Agreement.

(F) The prevailing party in the adjudication of any proceeding relating to this Agreement shall be authorized to recover its reasonable and necessary attorney's fees pursuant to Section 271.153 of the Texas Local Government Code. None of the City's costs reimbursed by Grantee under this Section shall appear in a separate line-item surcharge.

SECTION 13. MISCELLANEOUS PROVISIONS.

(A) This Franchise is made for the exclusive benefit of the City and the Grantee, and nothing herein is intended to or shall confer any right, claim, or benefit in favor of any third party.

(B) No assignment or transfer of this Franchise shall be made, in whole or in part, without approval of the City; unless to an Affiliate of Grantee. The City will grant such approval unless the assignee is materially weaker than Grantee. For purposes of this section, "materially weaker" means that the long-term unsecured debt rating of the assignee is less than investment grade as rated by both S&P and Moody's. If the assignee is materially weaker, the City may request additional documents and information reasonably related to the transaction and the legal, financial, and technical qualifications of the assignee. The City agrees that said approval shall not be unreasonably withheld or delayed. If the City is not satisfied by the additional information provided, City may deny the assignment or transfer. Upon approval, the obligations, rights, privileges, and franchise herein granted to the Grantee shall extend to and include its successors and assigns. The assignment shall not become effective until assignee agrees in writing to be

bound by the terms, conditions, provisions, requirements and agreements contained in this Franchise.

(C) Any notices required or desired to be given from one party to the other party to this Franchise shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

City of Alvarado
City Manager
104 West College Street
Alvarado, Texas 76009

GRANTEE

Manager of Public Affairs
Atmos Energy Corporation
901 Altamesa Blvd.
Fort Worth, Texas 76134

(D) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event Grantee enters into an agreement with another municipality which provides for venue in the county in which the municipality is located, Grantee agrees, at the City's request, to amend this Franchise to provide that venue in any proceeding relating to this Franchise shall be in Johnson County, Texas.

(E) Grantee shall not curtail Gas deliveries except in compliance with Grantee's tariff or curtailment plan approved by the Railroad Commission.

(F) Nothing herein contained shall limit or restrict any legal rights that the City may possess arising from any alleged violation of this Franchise.

(G) Neither the City nor the Grantee shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employers, or agents, upon any one or more occasions to insist upon or seek compliance with any such terms and conditions.

(H) The paragraph headings contained in this Franchise are for convenience only and shall in no way enlarge or limit the scope or meaning of the various paragraphs hereof. Both parties have participated in the preparation of this Franchise and this Franchise shall not be construed either more or less strongly against or for either party.

SECTION 14. ACCEPTANCE AND EFFECTIVE DATE.

To accept this Franchise, Grantee must file with the City Secretary its written acceptance of this Franchise within sixty (60) days after its final passage and approval by City. If such written acceptance of this Franchise is not filed by Grantee, the Franchise shall be rendered null and void. If Grantee accepts this Ordinance, this Ordinance shall become effective as of January 1, 2025. When this Ordinance becomes effective all previous ordinances of City granting franchises for gas delivery purposes that were held by Grantee shall be canceled and annulled, and shall be of no further force and effect.

PASSED AND APPROVED this the 16th day of December 2024.

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary/HRD

STATE OF TEXAS	§
COUNTY OF JOHNSON	§
CITY OF ALVARADO	§

I, Beth Walls, City Secretary of the City of Alvarado, Johnson County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Alvarado, Texas, at a regular session, held on the 16th day of December 2024, as it appears of record in the Minutes in Book _____, page _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the 16th day of December, 2024.

Beth A. Walls, City Secretary/HRD
City of Alvarado, Texas



City Council Meeting Management Report

Meeting Date: 10 December 2024

Contact: Teddy May, Chief of Police

Phone: 972-921-4412

AGENDA ITEM:

Consent to execute an updated interlocal agreement of the Stop the Offender Program (STOP) special crimes unit.

BACKGROUND & FINDINGS:

The STOP task force has been in operation since 2006. The task force is a partnership between Johnson County, Alvarado, Burleson, Cleburne, and Joshua. The task force was founded to establish cooperation and mutual aid in the investigation, apprehension, and prosecution of persons involved or associated with certain major criminal activities including but not limited to homicide, sexual assault, robbery, and homeland security, as well as activities related to the manufacture, transportation, distribution, sale, transfer or possession of controlled substances and illegal narcotics or other illegal drugs.

Alvarado has always been a part of the task force. The agreement stipulates that each agency provide at least one full-time officer to the task force. Alvarado does not provide an officer due to manpower limitations. In lieu of personnel, Alvarado provides funding in the amount of \$4854.00 yearly to the task force.

The only major change to the agreement is in the Chairman of the board. Under the existing interlocal agreement, the Chairman of the Board is the Johnson County District Attorney. Under the new agreement, the Chairman will be selected by a majority of the Board members. The Board members include: Johnson County District Attorney, the Chief of Police of each PGE, the Johnson County Sheriff, and the Johnson County Attorney.

FINANCIAL IMPACT:

\$4854.00

RECOMMENDATION:

Recommend approval

MANAGEMENT REVIEW:

Teddy May, Chief of Police

Interlocal Agreement for the Operation of the
Stop the Offender Program (S.T.O.P.) Special Crimes Unit
(2024)

1. IDENTITY OF AGREEMENT AND PARTIES

- 1.1 This Agreement is made on the date of the last party's signature to this agreement and is between the County of Johnson, Texas, hereinafter referred to as "County and the following cities pursuant to Chapter 791 of the Texas Government Code.
- 1.2 The City of Alvarado; hereafter referred to as Alvarado;
- 1.3 The City of Burleson; hereafter referred to as Burleson;
- 1.4 The City of Cleburne; hereafter referred to as Cleburne; and
- 1.5 The City of Joshua; hereafter referred to as Joshua
- 1.6 Local Law Enforcement Units as used herein refer to the Police Department of each of the Cities named above or to the Johnson County Sheriff's Office when referring to law enforcement entity of Johnson County.
- 1.7 The Participating Cities when referenced in combination with Johnson County shall be known as the Participating Government Entities or PGEs.
- 1.8 The designated personnel or employees of the PGEs when acting in concert to carry out the purposes of this Agreement shall constitute a special crimes unit or SCU which shall also be known as the Stop the Offender Program unit (S.T.O.P.) or STOP SCU.
- 1.9 Officers or employees whose job assignment is primarily to the STOP SCU may hereafter be referred to Stop the Offender Program or STOP personnel or officers or as Special Crimes Unit Personnel (SCUP) or in the case of sworn officers only, Special Crimes Unit Officers (SCUOs).
- 1.10 This Interlocal Agreement supersedes and replaces the Interlocal Agreement for the operation of the Stop the Offender Program (S.T.O.P.) Special Crimes Unit of October 3, 2006.

2. PREAMBLE

- 2.1 **Whereas**, the Participating Government Entities desire and seek to form an agreement for cooperation and mutual aid in the investigation, apprehension, and prosecution of persons involved or associated with certain major criminal activities including but not limited to homicide, sexual assault, robbery, and homeland security, as well as activities related to the manufacture, transportation, distribution, sale, transfer or possession of controlled substances and illegal narcotics or other illegal drugs.
- 2.2 **Whereas**, the Johnson County District Attorney's Office will, subject to its exercise of prosecutorial discretion, conduct forfeiture and prosecution proceedings on behalf of the SCU.
- 2.3 **Whereas**, the subject of this Agreement is necessary for the benefit of the public and each party has the legal authority to perform and provide the governmental function or service which is the subject of this Agreement; and
- 2.4 **Whereas**, the County and each Participating Government Entity agree to each accept the responsibility to adhere to all pertinent federal, state and local laws or regulations
- 2.5 **Whereas**, the PGEs firmly believe that the Special Crimes Unit (SCU) is vital to the protection of the health, safety, and wellbeing of the residents of the PGEs. The PGEs desire to create a Special Crimes Unit (SCU) for the purposes set forth herein.
- 2.6 **Whereas**, the parties find that the performance of this Agreement is in the common interest of all the parties and of all the residents of the PGEs.
- 2.7 **Whereas**, the Parties recognize that the investigation of certain crimes and apprehension of certain suspects may present equipment and manpower requirements beyond the capacity of each individual Party; and
- 2.8 **Whereas**, the Office of the District Attorney of Johnson County, Texas and Participating Government Entities named in this Agreement are desirous of entering into an Agreement between the parties regulating the disposition of property and moneys (as defined by law) seized by the SCU pursuant to civil and criminal statutes of the State of Texas; and
- 2.9 **Whereas**, the District Attorney has the duty to represent the State of Texas regarding forfeitures of property pursuant to various civil and criminal statutes; and
- 2.10 **Whereas**, the Parties must confront the threats to public health and safety posed by possible criminal activity capable of causing severe damage to property and danger to life; and
- 2.11 **Whereas**, the governing officials of the parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property and the investigation of certain criminal activity and the apprehension of suspects; and

- 2.12 **Whereas**, the Parties wish to make suitable arrangements for furnishing Mutual Aid in coping with the investigation of certain criminal activity and the apprehension of suspects and are so authorized to make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act); and Chapter 362, Local Government Code; and
- 2.13 **Whereas**, the Parties recognize that a formal agreement for Mutual Aid would allow for better coordination of effort, would provide that adequate equipment and manpower is available, and would help ensure that Mutual Aid is accomplished in the minimum time possible and with the maximum efficiency, and thus desire to enter into an agreement to provide Mutual Aid.

NOW THEREFORE, for the mutual consideration stated herein the parties agree as follows:

3. MEMBERSHIP

- 3.1 The person designated to control and coordinate the activities of the Special Crimes Unit shall be known as the Special Crimes Unit Commander
- 3.2 The parties to this Agreement are the PGEs described above.
- 3.3 In order to establish and staff the Johnson County Special Crimes Unit the PGEs will assign and provide the following personnel to the Johnson County Special Crimes Unit:
- 3.4 Johnson County will provide five (5) or more sworn peace officers and one (1) administrative person.
- 3.5 Alvarado will provide one (1) or more sworn peace officers.
- 3.6 Burleson will provide two (2) or more sworn peace officers and one (1) administrative person.
- 3.7 Cleburne will provide two (2) or more sworn peace officers.
- 3.8 Joshua will provide one (1) or more sworn peace officers.

4. BOARD OF DIRECTORS

- 4.1 The SCU shall be managed by a Board of Directors.
- 4.2 The Board of Directors, hereinafter referred to as the Board shall consist of the following persons:
- Johnson County District Attorney
The Chief of Police of each PGE
The Johnson County Sheriff
The Johnson County Attorney
- 4.3 The Chairman of the Board of Directors shall be appointed by a majority of the number of board members making up the entire Board of Directors of the SCU. (EXAMPLE – With a board consisting of 7 members, 4 members would have to vote for the individual to be selected as Chairman).
- 4.4 Each Board member shall have one vote.
- 4.5 Each Board member may be represented at Board meetings by such employee of the Board members office as the Board member may choose to designate.
- 4.6 Any action (other than as described in Section 4.3) by the Board shall require a majority vote of the Board members present at the meeting.
- 4.7 A quorum of the Board members shall be in attendance at a meeting of the Board in order for the Board to take any official action.
- 4.8 The Board may delegate specified functions or actions to the Commander or other Board members or persons.
- 4.9 Any expenditure of funds for a purchase or contract in excess of \$15,000.00 shall be approved by the Board of Directors and by the governing bodies of the PGEs as required by law.
- 4.10 All contracts and purchases shall be made in accordance with Texas Government Code and Local Government Code purchasing and contracting requirements for municipalities and counties.
- 4.11 The SCU Board Chairman shall exercise oversight of the SCU.
- 4.12 Any SCU Board member or their designee may conduct audits of property, assets, or funds at their discretion.
- 4.13 The Chairman shall report any discrepancies or improprieties to the Board of Directors.

- 4.14 Any Board Member or the Commander may call a meeting of the Board of Directors.

5. MANAGEMENT, EQUIPMENT and HOUSING

- 5.1 Johnson County will provide office and storage space through the Johnson County Sheriff's Office including associated utilities, phone lines and, data lines.
- 5.2 The Johnson County Auditor's Office will collect, hold and disburse funds on behalf of the SCU and perform budgetary functions in the same manner as it performs such functions for Johnson County.
- 5.3 The Johnson County Auditor or his designee shall perform annual audits of the property, funds and expenditures of the SCU in the same manner that other County programs or departments are audited. The property, funds and expenditures of the SCU are also subject to independent audit at the Johnson County Auditor's discretion.
- 5.4 The Johnson County Auditor or his designee shall perform unannounced audits of imprest funds at his discretion and report the findings of the audit to the Chairman of the Board.
- 5.5 The Commander of the SCU shall have the authority to make expenditures not to exceed fifteen thousand dollars (\$15,000.00) without obtaining prior approval of the board of the SCU or the PGEs.
- 5.6 All proceeds of asset forfeitures and proceeds resulting from the sale of seized or forfeited assets shall be received by and maintained by the Johnson County Auditor until the SCU Commander requests that specific funds be disbursed for payment of expenses within the annual budget of the SCU, or until a written directive signed by a **majority** of the **board of directors** of the SCU authorizes disbursement of funds to a PGE.
- 5.7 Those administrative and accounting functions not performed by the Johnson County Auditor's Office shall be performed by the administrative personnel assigned to the SCU.
- 5.8 Each agency will provide fuel and maintenance for the automobiles that it contributes to the SCU. However, any PGE may provide and is authorized by all entities adopting this agreement to provide at its discretion and subject to availability of resources, maintenance on the vehicles being utilized by the SCU whether any such vehicle is owned by the PGE providing the maintenance service or some other governmental entity.
- 5.9 The SCU will adopt and utilize record retention schedules and policies aligned with the records retention schedules and policies utilized by the Johnson County Sheriff's Office and as promulgated by the Texas State Library and Archives Commission for local law enforcement entities.

6. BUDGET

- 6.1 A budget for the STOP SCU shall be established and adopted each year in accord with the resources available to the STOP SCU and those made available by the PGEs.

7. CONTRIBUTION AND DISTRIBUTION

- 7.1 SCU personnel will report to duty during the hours specified by the SCU Commander.
- 7.2 Each PGE will compensate the SCU personnel detailed from the PGE to the SCU according to the compensation plan of the PGE for which the respective SCU personnel are employed.
- 7.3 Annually, the SCU Commander shall provide a written evaluation to the PGE from which each of the SCU personnel are detailed concerning the performance of each person detailed to the SCU. This information shall be reflected in the annual evaluation of the individual SCU personnel.
- 7.4 The Commander of the SCU shall be subject to performance review by the Chairman of the Board. The Chairman of the Board shall annually review the performance of the SCU Commander.

8. TRANSFER OF CERTAIN FORMER STOP NARCOTICS TASK FORCE ASSETS

- 8.1 Certain parties to this Agreement were previously participants in a multi-jurisdictional organization known as the STOP Narcotics Task Force.
- 8.2 Said STOP Narcotics Task Force has been dissolved and the activities wound down and assets distributed to the entities which participated in said STOP Narcotic Task Force.
- 8.3 The PGEs who are or were parties to this Agreement assigned assets which were distributed or allocated to such individual governmental entities as a result of the dissolution of the STOP Narcotics Task Force to the use and benefit of the STOP SCU. The Johnson County cities which participated in the S.T.O.P. Narcotics Task Force recognize that such proceeds and equipment (program income) were transferred to and is owned by Johnson County.

9. SELECTION OF STOP SCU COMMANDER

- 9.1 The STOP SCU Commander shall serve at the pleasure of the Board of Directors and shall be selected by a majority vote of the Board.
- 9.2 Any action to dismiss or replace the selected Commander from his duties as STOP SCU Commander shall require a majority vote of the Board.

10. SCU COMMANDER SCOPE OF AUTHORITY

- 10.1 When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any PGE will be under the operational control of the SCU Commander.

- 10.2 The Commander shall set working hours, place of work, and shall have day to day control of the work activities of the persons assigned to the STOP SCU.
- 10.3 The command and control of investigations and law enforcement activities shall be under the control and supervision of the Commander.
- 10.4 The Commander has the authority to determine whether any equipment being provided by any PGE or any entity which desires to become a PGE is of a type and quality that will benefit the STOP SCU. All such equipment must be in good working order and not in need of immediate maintenance or repair.
- 10.5 All personnel who are assigned to the SCU must meet the fitness and firearms qualifications of their PGE, along with personal character standards established and interpreted by the Commander.
- 10.6 Providing and continuing to provide personnel and equipment that are reasonably satisfactory to the Commander for the purposes set out herein may be a condition of continued participation in the SCU.
- 10.7 The SCU Commander will develop and adopt a manual setting forth standards for the personnel assigned to the SCU. Such assignment to the SCU does not create additional rights of employment and does not make the SCU personnel an employee of any entity other than the one which formally identifies itself as the employer of the person.
- 10.8 The SCU Commander will report to the Chairman of the Board of the SCU.

11. DISTRICT ATTORNEY PARTICIPATION

- 11.1 The District Attorney will diligently pursue all prosecutable forfeiture actions which arise from operations initiated and investigated by the SCU.
- 11.2 Property seized by the SCU under the provisions of law shall remain in the custody of the SCU or subject to the control of the SCU Commander until final disposition of the forfeiture action.
- 11.3 Funds seized by the SCU under the provisions of law may be placed in the custody of the Johnson County Treasurer until final disposition of the forfeiture action, provided such funds are maintained and accounted for separately subject to review by the SCU and the Johnson County Auditor or Chief Financial officer of any PGE.
- 11.4 Upon final disposition of a forfeiture action, all funds, interest accrued, and property attributable to the efforts of the SCU shall be awarded to the SCU for utilization in its continued operation.

- 11.5 All property and funds awarded to the SCU under forfeiture action represent SCU income. These funds shall be added to the funds committed to the project by the PGEs. SCU income (forfeiture, etc.) may be retained by the SCU in an account established by the Johnson County Auditor's Office. The funds may be retained from year to year until such time as they are distributed among the District Attorney's Office and the PGEs pursuant to the terms of this Agreement or such other written agreement for the distribution of funds and property as may be executed by the PGEs. Retained SCU funds must be used for purposes that further the objectives of the Agreement.
- 11.6 Property awarded to the SCU may be sold by the SCU according to the laws governing disposition of seized or forfeited property and the income from such sales shall be classified as SCU income.

12. CONSIDERATION

- 12.1 The consideration for the making of this Agreement is the mutual benefit received in enhanced law enforcement capability of each Participating Governmental Entity and the benefit conferred by each making the contribution of funds and personnel described herein.

13. ALLOCATION OF FUNDS

- 13.1 Any allocation of funds from program income shall be made no more than once annually if a surplus is determined to exist by the Board of Directors.

14. OWNERSHIP OF EQUIPMENT UPON TERMINATION

- 14.1 Upon termination of this Agreement, ownership of equipment, hardware, and other non-expendable items will revert to the PGE which supplied the equipment or the PGE to which it was allocated.

15. DUTIES OF PARTIES

- 15.1 Personnel who are assigned, designated or ordered by their governing body to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed.

16. INSURANCE

- 16.1 WORKERS' COMPENSATION COVERAGE: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

- 16.2 GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY: To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of, or in any way connected with, its own actions, and the actions of its personnel in providing services or assistance pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability, public official's liability and law enforcement liability, if applicable, or maintain a comparable self-insurance program.
- 16.3 OTHER COVERAGE: Each PGE shall provide and maintain their standard packages of medical and death benefit insurance coverage, while their personnel are assigned to the SCU.
- 16.4 NO WAIVER: No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

17. MISCELLANEOUS PROVISIONS

- 17.1 This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Johnson County, Texas for any action under this agreement.
- 17.2 The expense of any payments or performance required by this Agreement shall come from the current revenues available to the parties; and
- 17.3 By entering into this Agreement the parties do not intend to create any rights or obligations other than those specifically set forth herein and the Agreement shall not create rights in persons not a party to this Agreement.
- 17.4 It is understood that certain Parties may have heretofore contracted, or may hereafter contract with each other, for Mutual Aid in Law Enforcement situations, and it is agreed that, to the extent there is a conflict between this Agreement and any such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual contract. Notwithstanding the foregoing, the Parties acknowledge that each Party may also be a party to agreements, similar to this Agreement, with other government entities.
- 17.5 The Parties agree that Mutual Aid, in the context contemplated herein, is a "governmental function and service", and that the Parties are "local governments", as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.
- 17.6 If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and, to this end, the provisions of this Agreement are severable.

- 17.7 If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and, as so modified, this Agreement shall continue in full force and effect.
- 17.8 This Agreement may be amended only by the mutual written consent of the Parties.
- 17.9 Any Party may at any time, by resolution or notice given to all the other Parties, decline to participate in the SCU. The governing body of a Party, which is a signatory hereto, shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all parties. Such termination shall become effective not earlier than 30 days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement, as between the other Parties hereto. Termination of this Agreement as to one party does not cause a dissolution of the SCU, and further; any party withdrawing from the SCU will not be entitled to withdraw any portion or the proceeds or equipment that were derived from the dissolution of the S.T.O.P. Narcotics Task Force from the SCU. Further, any party withdrawing from the SCU will not be entitled to withdraw any portion of the proceeds, property, or equipment that has been seized by, or awarded to, the SCU.
- 17.10 This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
- 17.11 The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision, and are not to be used in construing this Agreement.
- 17.12 This Agreement shall become effective as to each Party on the date of execution by all of the PGEs named herein and shall continue in force and remain binding on each and every Party until terminated by the terms of this Agreement.
- 17.13 Each named Participating Governmental Entity, by approval of this Agreement hereby authorizes the persons named as members of the Board of Directors from that City or from Johnson County to act in the capacity as a member of the Board of Directors of the STOP SCU and take such actions as are authorized by law. The County and each named city also delegate such authority and power to the persons constituting the board as may be lawfully delegated and as is necessary and lawful to carry out the provisions of this agreement.
- 17.14 Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.
- 17.15 The parties hereto understand and agree that this Agreement does not create an independent political subdivision, corporation or other independent legal entity. This agreement

provides a structure for political subdivisions to work together to achieve certain common law enforcement goals.

18. NOTICE

- 18.1 Notice to Johnson County shall be accomplished by delivery to the Johnson County Judge, Johnson County Judge's Office, Two North Main Street, Cleburne, Texas 76033.
- 18.2 Notice to the Johnson County Sheriff shall be accomplished by delivery of notice via certified mail to the Johnson County Sheriff at 1102 E. Kilpatrick, Cleburne, Texas 76031.
- 18.3 Notice to the City of Cleburne shall be accomplished by delivery of notice via certified mail to the Chief of Police at 302 West Henderson, Cleburne, Texas 76033.
- 18.4 Notice to the City of Burleson shall be accomplished by delivery of notice via certified mail to the Chief of Police at 1161 S.W. Wilshire Blvd., Burleson, Texas 76028.
- 18.5 Notice to the City of Alvarado shall be accomplished by delivery of notice via certified mail to the Chief of Police at 600 S Pkwy Dr., Alvarado, Texas 76009.
- 18.6 Notice to the City of Joshua shall be accomplished by delivery of notice via certified mail to the Chief of Police at 102 S. Main St., Joshua, Texas 76058.
- 18.7 Notice to the District Attorney's Office shall be accomplished by delivery of notice via certified mail to the Johnson County District Attorney, Johnson County District Attorney's Office, Guinn Justice Center, 204 South Buffalo Avenue, Second Floor, Cleburne, Texas 76033.
- 18.8 Notice to the County Attorney's Office shall be accomplished by delivery of notice via certified mail to the Johnson County Attorney, Johnson County Attorney's Office, Guinn Justice Center, 204 South Buffalo Avenue, Fourth Floor, Cleburne, Texas 76033.

19. AUTHORITY TO EXECUTE

- 19.1 This Agreement has been executed by the Parties hereto; each respective entity acting by and through its duly authorized official as required by law; on multiple counterparts, each of which shall be deemed to be an original. The date of execution shall be the date specified on the last of the multiple counterparts executed by the PGEs named herein.
- 19.2 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 19.3 This Agreement may be amended or supplemented from time to time by the addition or modification of terms approved by the governing bodies of the entities participating herein.

19.4 The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance, or resolution, and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.

19.5 The parties hereto recognize and understand that the signature hereon of the Sheriff, District Attorney, County Attorney, and Chiefs of Police of the various cities signifies an agreement to cooperate in attaining the goals of this Agreement and does not represent or purport to represent the authority to bind Johnson County or their respective cities.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

JOHNSON COUNTY, TEXAS:

NAME: Christopher Boedeker

Signature: _____
County Judge, Johnson County

DATE: _____

Attest: _____
County Clerk Johnson County

CITY OF ALVARADO:

NAME: Paul DeBuff

Signature: _____
City Manager

DATE: _____

NAME: Teddy May

Signature: _____
Chief of Police

DATE: _____

CITY OF BURLESON:

NAME: Chris Fletcher

Signature: _____
Mayor or City Manager

DATE: _____

NAME: Billy Cordell

Signature: _____
Chief of Police

DATE: _____

CITY OF CLEBURNE:

NAME: Michael Marrero

Signature: _____
Mayor or City Manager

DATE: _____

NAME: Rob Severance

Signature: _____
Chief of Police

DATE: _____

CITY OF JOSHUA:

NAME: Mike Peacock

Signature: _____
Mayor or City Manager

DATE: _____

NAME: _____

Signature: _____
Chief of Police

DATE: _____

DISTRICT ATTORNEY:

NAME: Dale Hanna

Signature: _____ DATE: _____

COUNTY ATTORNEY:

NAME: Bill Moore

Signature: _____ DATE: _____

JOHNSON COUNTY SHERIFF:

NAME: Adam King

Signature: _____ DATE: _____



City Council Meeting Management Report

Meeting Date: 10 December 2024

Contact: Paul DeBuff, City Manager

Phone: 817-790-3351

AGENDA ITEM:

Consideration and action to accept the proposal for Right-of-Way Acquisition Services on N. Cummings Road and authorize the City Manager to execute necessary agreements to proceed with the project.

BACKGROUND & FINDINGS:

As the City of Alvarado works to construct a substantial expansion of N. Cummings Drive from a 2-lane rural road to a 4-5 lane north/south arterial, additional Right-of-Way (ROW) will be needed to accommodate the widened (and lengthened) footprint of the project.

ROW acquisition is a complex process of discovering and contacting landowners (who are often out of state, or corporate entities), negotiating with owners, legal advice, land appraisals, land surveys, securing title to the easements, and at times, title curative efforts if a title to a tract of land is missing critical information on the ownership and purchase/sale transactions of that tract.

The City's design engineer for this project provided a quote to staff of approximately \$180,000 for ROW acquisition efforts; so, this contract with Whitman Land Group saves the City approximately \$40,000 on this N. Cummings reconstruction project, savings that can be passed on to other construction needs for the road.

In addition, awarding this contract to a separate entity helps shorten the construction timeframe of N. Cummings reconstruction by relieving our design engineering firm of the ROW acquisition work, which then frees them to focus on the design and construction management.

Acquisition fees are flat rate and inclusive of all activities necessary to secure new road right-of-way in forms acceptable to the City of Alvarado, including document preparation, meetings with property owners, negotiations, and execution of documents. Title curative is expected to be accomplished by the title company.

FINANCIAL IMPACT:

Estimated Project fees: \$139,930.

RECOMMENDATION:

Staff recommends approval.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

December 10, 2024

City of Alvarado
Attn: Paul DeBuff
104 W College Avenue
Alvarado, Texas 76009

Proposal for Right-of-Way Acquisition – N Cummings Road – Johnson County

Dear Mr. DeBuff,

Thank you for the opportunity to provide a proposal for the acquisition of new right-of-way for the expansion of N Cummings Road in Johnson County, Texas. We have investigated the limits of the project and arrived at seventeen (17) acquisition parcels.

Acquisition fees are flat rate and inclusive of all activities necessary to secure new road right-of-way in forms acceptable to the City of Alvarado, including document preparation, meetings with property owners, negotiations, and execution of documents. In the event of an uncooperative party, pre-condemnation support tasks for land rights acquisition are included in the scope of work.

Right-of-way purchases should be coordinated and closed through a local title company for title insurance purposes. WLG will coordinate all title and closing activities with the title company and landowners. The Fee Schedule includes a per parcel fee for title curative activities by WLG, but curative fees are not included in the estimated project totals. Title companies routinely handle curative as part of their closing process. In the event the title company cannot handle curative on any given parcel, the curative fee will apply.

Appraisals will be a necessary component of the acquisitions. WLG has a team of trusted appraisal partners familiar with the area and subject matter and will coordinate all aspects of the appraisal process. Given the fee simple purchase of right-of-way and the projected timeline, we are estimating appraisals will be necessary on all acquisition parcels. Appraisal fees will only be payable on parcels for which appraisals are ordered. Appraisal fees are included in the estimated project totals.

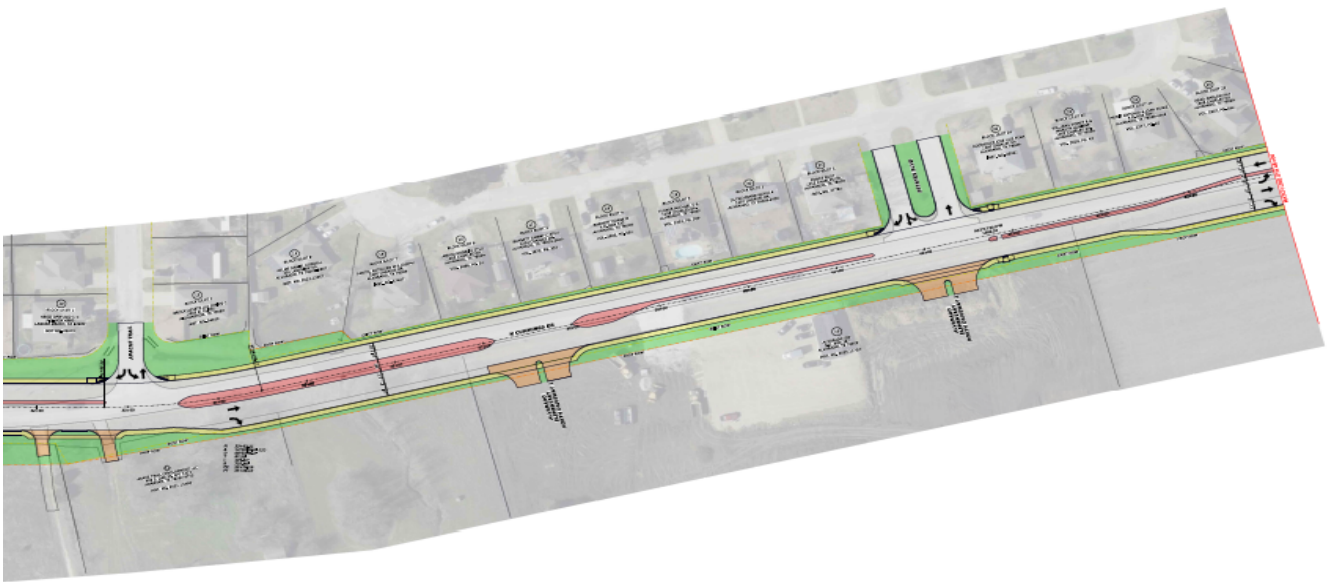
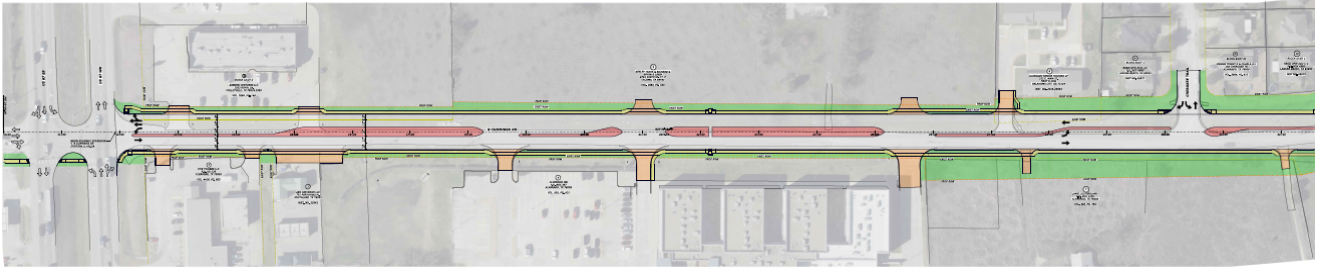
As with every project of this nature, we understand timing is critical, and we have the personnel and resources available for the successful on-time delivery of the land rights required. To communicate your acceptance, please sign and return the Authorization to Proceed included as the last page in the following exhibits.

Sincerely,

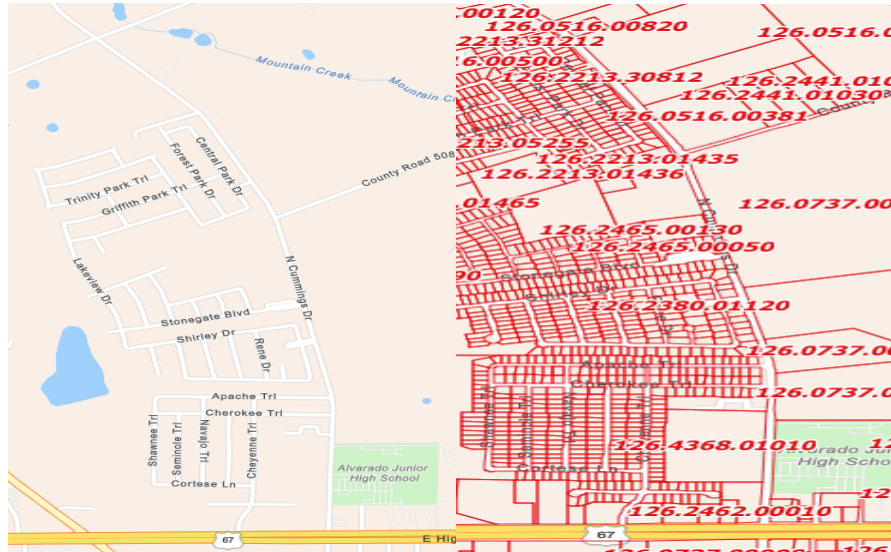


Jimmy Smith
Development Director

Attachment 1
N Cummings Road – Johnson County
Acquisition Parcel Maps



Attachment 2
N Cummings Road – Johnson County
Tax Maps & Owner List along Cummings Rd



Parcel No	PROPERTY OWNER	TYPE	PROPERTY ID#
1	ZAMEEN VENTURES, LLC	FEE SIMPLE	R000079490
2	FIVE YOUNGS, LLC	FEE SIMPLE & TCE	R000017535
3	AKS CAR WASH	FEE SIMPLE & TCE	R000017517
4	ALVARADO ISD	FEE SIMPLE & TCE	R000083873
5	NEELEY	FEE SIMPLE & TCE	R000123749
6	ALVARADO SENIOR HOUSING, LP	FEE SIMPLE & TCE	R000017532
7	JANIE LOU KIRKLAND	FEE SIMPLE	R000017524
11	AGAVE TRAIL DEVELOPMENT	FEE SIMPLE & TCE	R000017536
13	DANIEL CORDELL HELMS	FEE SIMPLE	R000025117
14	JOSEPH & KATHLEEN PANTEL	FEE SIMPLE	R000025116
16	ALVARADO ISD	FEE SIMPLE & TCE	R000121019
27	AGAVE TRAIL DEVELOPMENT, LLC	FEE SIMPLE	R000017537
29	SLEDGE CAROLINE	FEE SIMPLE	R000017540
30	JOE & BELINDA BOYD	FEE SIMPLE	R000017545
31	ALVARADO ISD	FEE SIMPLE & TCE	R000012832
32	PARKS OF ALVARADO HOA	FEE SIMPLE & TCE	R000110666, R000110665, R000110796, R000115150
40	SUMMIT ALVARADO PARTNERS, LP	TCE	R000119247
17 TOTAL PARCELS		9 FEE & TCE	
		7 FEE ONLY	
		1 TCE ONLY	

Attachment 3
N Cummings Road – Johnson County

WLG 2024 Schedule of Fees & Payment Milestones

<u>Title Research Fee:</u>	\$395.00/per parcel
<u>Easement Acquisition Fee:</u>	\$2,895.00/per parcel
<u>Fee Simple Acquisition Fee:</u>	\$3,495.00/per parcel
Title Coordination (if needed):	\$1,000.00/per parcel
Title Curative (if needed):	\$1,750.00/per parcel
<u>Right of Entry / Landowner Affidavit:</u>	\$895.00/per parcel
<u>Recording Fees:</u>	\$100.00/per parcel
<u>Land Survey of Acquisition Parcel:</u>	\$2,275.00/per parcel
(average, subject to change depending on size and field conditions)	
<u>Eminent Domain Support:</u>	Included in the per parcel fees for Easement and Fee Simple Acquisitions.
<u>Appraisal Fee per Parcel:</u>	\$3,650.00/per parcel
<u>Additional Services:</u>	\$150.00 per hour of service
Includes any request(s), activities, or services to be provided outside of the "Scope of Services".	

Acquisition Fees are payable in three milestones. All other fees are payable upon receipt of the deliverables.

Milestone 1 - 30% of per parcel fee

Payable after initial file set up, creation of the conveyance documents, supplemental memorandums, other project specific instruments, project maps, and delivery of an initial contact letter to the property owners.

Milestone 2 - 30% of per parcel fee

Payable upon commencement of negotiations, being the first substantial contact with the property owner by phone conversation or in-person meeting.

Milestone 3 - 40% of per parcel fee

Payable upon delivery of a signed instrument conveying the land rights needed for the Project (or other form of conveyance) or file delivered to Client's attorney for condemnation.

Attachment 4
N Cummings Road – Johnson County
Estimated Project Fees



Total Fee Acquisition Parcels: 16

Total Easement Acquisition Parcels: 1

Title Research:	\$ 6,715.00
Negotiations and Acquisitions:	\$ 58,815.00
Title Coordination:	\$ 16,000.00

Total Acquisition, Title Research and Coordination Fees: \$ 81,530.00

Appraisal Fees (16 Parcels): \$ 58,400.00

Total Estimated Project Fees
Acquisition, Title Coordination, Appraisals
\$139,930.00

Notes: Title curative by the title company is assumed, however if the title company is unable to provide curative services, then the title curative fee described in the fee schedule will apply. Title company fees (closing costs, title insurance, etc) will be paid by CLIENT in closing and are not included in this proposal.

Attachment 5
N Cummings Road – Johnson County
Scope of Services - Fee Simple Right-of-Way Acquisition

Communication



- Provide monthly summaries of Project expenses including amounts authorized, amounts paid and budget forecasting or less frequent as required by CLIENT.
- Maintain status reports of all parcel and Projects activities and report to the CLIENT monthly or as otherwise requested.
- Provide schedule of all areas of work indicating anticipated start and end dates.
- Participate in Projects review meetings as required by the CLIENT.
- Prepare initial property owner contact list for use by CLIENT.
- Prepare, post, and maintain a GIS based acquisition tracking map illustrating parcels acquired, under negotiation, in eminent domain, etc. providing real-time updates to the CLIENT on the status of acquisition parcels.

File Management

- Working files will be kept in WLG's Projects administrative office, but documents generated or received by WLG will be forwarded to the CLIENT upon request to WLG.
- Prepare invoices utilizing the CLIENT's standard payment submissions forms with supporting documentation.
- Maintain records of all payments including warrant number, amount, and date paid, etc.
- Maintain copies of all correspondence and contacts with property owners.

Title Services

- Secure a title company, negotiate the escrow fees and order title commitments with all backup documents for schedule B and C.
- Review title commitments and any potential title curative.
- Coordinate with the title company to ensure all curative items are addressed prior to closing.
- Review title policy and settlement statements confirming all curative is completed and fees charged are correct.
- Submit title invoice, recorded conveyance documents and all backup documents for fees charged on parcel.
- Perform title curative tasks as necessary to insure clear title upon conveyance.

Negotiation Services

- Prepare the introductory letters, memorandum of agreement, instruments of conveyance and any other documents required or requested by CLIENT on applicable CLIENT forms.
- Prepare and deliver initial contact documents to the owners including the Texas Landowner Bill of Rights and other forms required by CLIENT and Texas Property Code.
- Make personal and in-person contact (where practical) with each property owner or owner's designated representative to commence negotiations.
- Maintain follow-up contacts and secure the instruments necessary to obtain fee simple and/or easement interest in the acquisition parcel.
- If monetary compensation is to be offered to property owner(s) in connection with this Project, said compensation will be approved in writing by the CLIENT prior to said offer being presented to the property owner(s).
- Respond to property owner inquiries verbally and in writing, and in person as necessary.
- Maintain parcel files of original documentation related to the property interest acquired.

Appraisals

- To be initiated by WLG from a trusted appraisal partner familiar with the area and subject matter.

- Review all appraisals to confirm appropriate methodology and a project-wide consistency of values.

Surveys

- Surveys of the acquisition parcels and other boundary investigations by WLG's Registered Professional Land Surveyor are not included in this proposal.

Recording

- All documents to be recorded by the title company through the closing process. Recording fees are not included in the estimated total fees for the project.

Deliverables

Upon completion of the acquisition of land rights, WLG shall deliver to CLIENT:

- Original signed and recorded instrument.
- Appraisal
- Copy of Memorandum of Agreement (if applicable).
- Title Policy
- Limited Title Certificate and vesting document (when no title company is involved).

In the event eminent domain support is necessary, WLG will provide the following eminent domain support tasks with no additional fees:

Negotiations and Acquisitions

- Prepare an initial offer letter that includes copies of all appraisal reports received on the property, a survey of the acquisition parcel (prepared by others), copies of the proposed conveyance instrument, and the Texas Landowner Bill of Rights. Delivery of the Initial Offer Letter will be via USPS Certified Mail, Return Receipt Requested.
- Negotiate in good faith with the property owner during the prescribed 30-day period for owners consideration of the Initial Offer.
- Prepare a Final Offer Letter that includes copies of all appraisal reports received on the property, a survey of the acquisition parcel (prepared by others), copies of the proposed conveyance instrument, and the Texas Landowner Bill of Rights. Delivery of the Final Offer Letter will be via USPS Certified Mail, Return Receipt Requested.
- Engage a local title company to conduct a complete title abstract and lien search prior to the filing of an eminent domain action with the Court to ensure all interested parties are named in the suit.
- Negotiate in good faith with the property owner during the prescribed 14-day period for owners consideration of the final offer.
- WLG shall maintain negotiators logs detailing attempts at contact, conversations, and other communications with the property owner during the negotiation period.

Deliverables:

Upon expiration of the 30-day and 14-day periods for the property owner's consideration of the Initial Offer and the Final Offer, WLG shall deliver to CLIENT and/or CLIENT's attorney to prepare petitions and file suit:

- Copy of the Initial Offer Letter and exhibits
- Copy of the Final Offer Letter and exhibits
- Appraisal
- Proposed Conveyance Document
- Negotiators Log

- Title Policy (if applicable)
- Copies of written communications between WLG and property owner.

This Scope of Work for Condemnation Support Services does not adequately address all potential aspects of acquiring property rights as established in the Uniform Relocation Assistance and Real Property Acquisition Policy's Act of 1970 and further defined by Texas Senate Bill 18.

Attachment 6
N Cummings Road – Johnson County
Information on Brokerage Services



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

11-2-2015



TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Whitman Land Group, LLC	9000918	info@whitmanlandgroup.com	972-318-9688
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Matthew Whitman	0441422	matthew@whitmanlandgroup.com	972-979-2350
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0



Attachment 7
N Cummings Road – Johnson County
Acceptance of Proposal / Authorization to Proceed

The above fees, scope of work, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted By:

Signature

Name

Title

Date



City Council Meeting Management Report

Meeting Date: December 16, 2024

Contact: Michael Dwiggins

AGENDA ITEM:

Consideration and action to reject bids as received for the Davis lift station deep sewer line.

BACKGROUND & FINDINGS:

The city and engineer went out for bids on the deep gravity line that will upsize the existing line for development but also place it much deeper, allowing the city to eliminate the need for the lift station while being upsized for future growth. The bids received range from 2.8 million to 6.6 million but the apparent low bidder has no experience in work of this depth and possibly in the same type of ground (rock) found during the Santa Fe sewer line. Our engineer cannot, in good faith, write a letter of recommendation for this low bidder to present to the council. After discussing the matter with our engineer and our attorney, we were advised our best course of action is to reject these bids and re-bid the project with the language in the bid documents stating there will be a panel assembled and a grading of all bidders and bid parameters. This panel will decide and recommend to council the best value for the city.

FINANCIAL IMPACT

N/A at this time

RECOMMENDATION:

Staff recommends rejection of these bids.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager



City Council Meeting Management Report

Meeting Date: December 16, 2024

Contact: Justin French

AGENDA ITEM:

Consideration and action to approve Ordinance 2024-0027, amending the City's Master Fee Schedule.

BACKGROUND AND FINDINGS:

On June 17, 2024, the Alvarado City Council approved site development user fees as prepared by Willdan Financial Services to address immediate needs and with the understanding that Willdan would come back to address all other fees using the same methodology. The various fees charged by the City of Alvarado in Willdan's new study have not been updated comprehensively in a considerable amount of time. Therefore, staff finds that these fees are in need of update with Willdan's methodology, except building permit fees that staff proposes to be based on market rates rather than cost recovery alone.

Provided is a comparison of building permit fees from strategic Johnson County cities that incorporates data from a market study of various cities in the Dallas/Fort Worth Metropolitan Area that was prepared by the City of Mansfield in 2020. This study, along with the City's in-house professional experience and expertise, are the basis for the suggested building permit fees for the City of Alvarado. At this time, building permit fees are not mandated by the State of Texas to only recover costs to perform permitting and building inspections. Unlike several other city fees, it is not uncommon for municipalities to receive revenue beyond expenses from permit fees for the City's general fund.

RECOMMENDATION:

Staff recommends the City Council approve this action to update changes to the Master Fee Schedule.

FINANCIAL IMPACT:

No negative financial impact is anticipated by this Master Fee Schedule adoption.

MANAGEMENT REVIEW:

Paul DeBuff, City Manager

ATTACHMENTS:

User Fee Study Presentation (Willdan Financial Services)

Market Study of Building Permit Fees

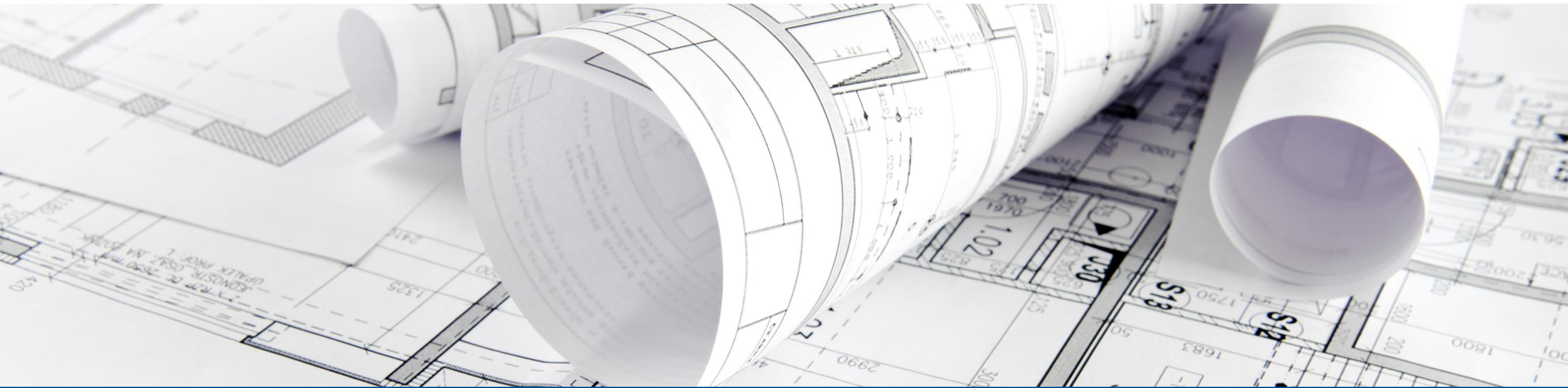
Draft Ordinance No. 2024-0027 Fee Schedule Amendment



City of Alvarado, Texas

User Fee Study

December 2024





APPENDIX A

BUILDING AND PERMITS 1



Building				
#	Description	Current Fee/Charge	Unit	Notes
	BUILDING PERMITS			
	One- and Two- Family Dwelling to include Townhomes: new and additions			
	Permit Fee (includes typical inspections)	New Structure	per sq ft	sample 2,227
	Plan Review	New Structure		
	One- and Two- Family Dwelling to include Townhomes: alterations, remodels, and repairs			
	Permit Fee (includes typical inspections)	New Structure	per sq ft	sample 2,227
	Plan Review	New Structure		
	Patio cover, carport, deck, porch, etc. (that exceed 200 square feet and are 30 inches above grade at any point), and one-story accessory structures (that exceed 200 square feet)			
	Permit Fee	New Structure	per sq ft	sample 500
	Plan Review	New Structure		Min fee \$75
	Foundation repair, window replacement, wind and solar energy			
	Permit Fee	New Structure		
	Plan Review	New Structure		
	New commercial structures (shell buildings) and additions			
	Permit Fee	New Structure	per sq ft	sample 3,003
	Plan Review	New Structure		
	All interior finishes, alterations, remodels, repairs, renovations, of non-residential structures, etc.			
	Permit Fee	New Structure	change to per sq ft	2.5% of valuation (Min. fee \$125); per sq ft; 1,500
	Plan Review	New Structure		

Full Cost	Subsidy %	Suggested Fee	Cost Recover	Calculation
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NA	NA	\$0.17	NA	Market Based
NA	NA	\$59.00	NA	Market Based

NA	NA	\$0.12	NA	Market Based
NA	NA	\$59.00	NA	Market Based

NA	NA	\$0.35	NA	Market Based
NA	NA	\$71.00	NA	Market Based

NA	NA	\$76.00	NA	Market Based
NA	NA	\$32.00	NA	Market Based

NA	NA	\$0.51	NA	Market Based
NA	NA	\$950.00	NA	Market Based

NA	NA	\$0.61	NA	Market Based
NA	NA	\$480.00	NA	Market Based

BUILDING AND PERMITS 2



Building				
#	Description	Current Fee/Charge	Unit	Notes
	BUILDING PERMITS			
	Multi-Family Building: new and additions			
	Permit Fee	New Structure	per sq ft	sample 33,000 sq ft building
	Plan Review	New Structure		
	Multi-Family Building: alterations, remodels, and repairs			
	Permit Fee	New Structure	per sq ft	sample 33,000 sq ft building
	Plan Review	New Structure		
	Note: 1. Permit fees calculated by the square foot shall include the entire square footage of the structure under roof. 2. MEP fees included in permit fee. 3. Plan review fee per building is required at time of application submittal and is non-refundable.			
	OTHER BUILDING PERMITS and FEES			
	Moving of Buildings in/out of city	New Structure		
	Construction Trailer/Sales Trailer, includes MEP	New Structure	each	
	Pre-manufactured Structure/Industrialized Building, includes MEP	New Structure	each	
	In-ground swimming pool, includes MEP	New Structure		
	Prefabricated above ground swimming pools, spas and portable hot tubs, includes MEP	New Structure		
	Fence	New Structure		
	Screening Walls and Retaining Walls	New Structure		
	Drive Approach	New Structure		

Full Cost	Subsidy %	Suggested Fee	Cost Recove	Calculation
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NA	NA	\$0.05	NA	Market Based
NA	NA	\$980.00	NA	Market Based

NA	NA	\$0.01	NA	Market Based
NA	NA	\$149.00	NA	Market Based

\$287.60	1%	\$285.00	99%	Cost Based
\$198.00	0%	\$198.00	100%	Cost Based
\$198.00	0%	\$198.00	100%	Cost Based
\$404.16	1%	\$400.00	99%	Cost Based
\$236.22	1%	\$235.00	99%	Cost Based
\$177.71	49%	\$90.00	51%	Cost Based
\$148.84	3%	\$145.00	97%	Cost Based
\$355.99	2%	\$350.00	98%	Cost Based

BUILDING AND PERMITS 3



Building				
#	Description	Current Fee/Charge	Unit	Notes
	OTHER BUILDING PERMITS and FEES			
	Demolition	New Structure		
	Certificate of Occupancy	New Structure	each	
	Roof Replacement	New Structure		
	Building - Mechanical	New Structure		
	Building - Plumbing	New Structure		
	Building - Electrical	New Structure		
	Irrigation Permit	New Structure		
	Inspection outside of normal business hours (in addition)	New Structure	per hour	(Minimum charge of two (2) hours)
	Re-inspection Fees	New Structure	each	
	Work commencing before permit issuance	New Structure		
	Inspections, for which no fee is specifically indicated	New Structure	per hour	(Minimum charge of one (1) hour)
	Additional plan review required by changes, additions or revisions to scope of work submitted or approved plans	New Structure	per hour	(Minimum charge of one (1) hour)
	Miscellaneous building permit fee for item not listed above	New Structure	each	
	MISCELLANEOUS PERMITS and FEES			
	Garage Sale Permit	New Structure		
	Wall Signs, Temporary Signs and Promotional Displays	New Structure	each	
	Pole, ground and all other signs not classified as wall signs	New Structure	each	
	Multiple Sign Package (includes all signs)	New Structure	each	
New	ETJ Release Fee	New		
New	Engineering review pass through	2,500.00	deposit	

Full Cost	Subsidy %	Suggested Fee	Cost Recove	Calculation
\$134.43	3%	\$130.00	97%	Cost Based
\$208.78	4%	\$200.00	96%	Cost Based
\$104.30	4%	\$100.00	96%	Cost Based
\$99.13	4%	\$95.00	96%	Cost Based
\$99.13	4%	\$95.00	96%	Cost Based
\$99.13	4%	\$95.00	96%	Cost Based
\$146.31	1%	\$145.00	99%	Cost Based
\$124.29	20%	\$100.00	80%	Cost Based
\$49.57	9%	\$45.00	91%	Cost Based
NA	NA	100% of original permit fee in addition to regular permit fee	NA	Cost Based
\$62.14	3%	\$60.00	97%	Cost Based
\$149.88	3%	\$145.00	97%	Cost Based
\$115.24	5%	\$110.00	95%	Cost Based
\$18.49	46%	\$10.00	54%	Cost Based
\$67.31	3%	\$65.00	97%	Cost Based
\$134.43	3%	\$130.00	97%	Cost Based
\$672.36	26%	\$500.00	74%	Cost Based
\$1,114.78	10%	\$1,000.00	90%	Cost Based
NA	NA	\$5,000.00	NA	Cost Based

DEVELOPMENT SERVICES



Development Services					
#	Description	Current Fee/Charge	Unit	Notes	Fee Type
31.00	Public Improvement Construction (Drives & Sidewalks)				
31.00.d	Standalone Sidewalks (per linear foot) (length – straight line)	0.25	LF	\$35.00 Min	no HB3492 item, change language; 600 LF Sample
31.00.e	Standalone Curb and Gutter (per linear ft)	0.30	LF	\$35.00 Min	no HB3492 item, change language; 600 LF Sample
38.00	Zoning Change				
38.00.a.1	The filing, processing and review fee for straight rezoning each single or contiguous piece of property is: Area of Application	400.00		+\$20.00 per acre	
	The filing, processing and review fee for PD or MF rezoning each single or contiguous piece of property is: Area of Application			+\$20.00 per acre	
	+\$20.00 per acre (applies to 38.00.a.1, 38.00.a.2, & 38.00.c)				Sample 2 acres
38.00.b	For variance or special exception request to the Board of Adjustment or City Council	200.00			
38.00.c	Specific Use Permit Application	250.00			
38.00.d.1	Vacation of Right-of-Way: Vacation Easement	100.00			
38.00.d.2	Vacation of Right-of-Way: Vacation of Street or Alley	100.00			

Full Cost	Subsidy %	Suggested Fee	Fee Δ
\$0.54	5%	\$0.51	\$0
\$0.54	5%	\$0.51	\$0
\$623.24	5%	\$590.00	\$190
\$1,111.88	47%	\$590.00	\$590
\$43.31	8%	\$40.00	\$40
\$448.24	55%	\$200.00	\$0
\$715.07	17%	\$590.00	\$340
\$246.22	19%	\$200.00	\$100
\$246.22	19%	\$200.00	\$100

LIBRARY 1



Library				
#	Description	Current Fee/Charge	Unit	Notes
45.00	Library Services			
45.00.a	Non-Resident Library Card			
45.00.a.1	City employee, library volunteer, AISD student or teacher	0.00		no charge
45.00.a.3	Individual , membership fee (per year)	10.00	year	Comps
45.00.a.4	Family, membership fee (per year)	15.00	year	
45.00.b	Library or Computer Card Replacement			
45.00.b.1	1st replacement	1.50		
45.00.b.2	2nd and subsequent replacements	1.50		maximum fee of \$7.50
45.00.c	Fines for Overdue Material			
45.00.c.1	All materials	0.25	per item per business day	Plus actual postage costs needed to notify customer of overdue items; COMPS
45.00.d	Lost or Completely Damaged Materials	actual cost		In addition a \$10.00 processing fee may be charged
45.00.e	Other Damaged Materials			
45.00.e.1	Book pocket	1.00		
45.00.e.2	Date card	1.00		
45.00.e.3	Protective book cover	2.00		
45.00.e.4	Protective plastic DVD/CD case	2.00		
45.00.g	Computer Printing	0.10	per page	

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
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\$4.46	100%	\$0.00	\$0	0%
NA	NA	\$10.00	NA	NA
NA	NA	\$15.00	NA	NA

\$2.67	44%	\$1.50	\$0	56%
NA	NA	\$1.50	\$0	NA

NA	NA	\$0.25	NA	NA
NA	NA	actual cost	NA	NA

\$1.45	14%	\$1.25	\$0	86%
\$1.42	12%	\$1.25	\$0	88%
\$5.79	22%	\$4.50	\$3	78%
\$3.37	18%	\$2.75	\$1	82%
\$1.78	94%	\$0.10	\$0	6%

LIBRARY 2



Library				
#	Description	Current Fee/Charge	Unit	Notes
	Color computer prints (flyers,brochures,etc.)			
	8-1/2 X 11	0.25	per page	
	8-1/2 X 14	0.35	per page	
45.00.h	Photocopies			
45.00.h.1	8-1/2 X 11	0.10	per page	Sample 6 sample
45.00.h.2	8-1/2 X 14	0.15	per page	Sample 6 sample
45.00.h.3	10 X 17	0.20	per page	Sample 6 sample
45.00.j	Fascimile Policy (Incoming or Outgoing pages)			
45.00.j.1	First Page	1.00		1 page
45.00.j.2	Addl. pages (each)	0.10		2 page
45.00.k	Facility Rental			
45.00.k.1	Non-profit organizations	no charge		
45.00.k.2	Conference room	10.00	per hour	
45.00.k.3	Conference room	40.00	all day	
45.00.k.4	Cleaning Deposit	25.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
\$1.78	86%	\$0.25	\$0	14%
\$1.78	80%	\$0.35	\$0	20%
\$2.67	96%	\$0.10	\$0	4%
\$2.67	94%	\$0.15	\$0	6%
\$2.67	93%	\$0.20	\$0	7%
\$1.78	44%	\$1.00	\$0	56%
\$1.78	92%	\$0.15	\$0.05	8%
NA	NA	\$0.00	NA	NA
NA	NA	\$15.00	\$5	NA
NA	NA	\$80.00	\$40	NA
\$26.74	7%	\$25.00	\$0	93%

ANIMAL CONTROL



Animal Control				
#	Description	Current Fee/Charge	Unit	Notes
16.00	Animal Impoundment			
16.00.a	The owner of any dog or cat impounded shall be allowed to redeem such dog or cat upon payment of the following fees to the City:			
16.00.a.1	Capture of the animal by an animal control officer	25.00		
16.00.a.2	Boarding a dog or cat	10.00	per day	
16.00.a.3	Boarding any other animal	20.00	per day	
16.00.a.4	Medical treatment and medication expended by the ACO for the animal, including required vaccinations	Actual cost		
16.00.a.5	Advertising the animal	Actual cost		
16.00.b.1	Pickup and disposal of a dead animal	25.00		
16.00.b.2	Animal which is voluntarily surrendered to the shelter by its owner	25.00		
16.00.b.3	Quarantine of an animal	150.00		state law
New	Quarantine of an animal - Test in Austin	New		
16.00.c.1	Adoption Fee -- dog	50.00		
16.00.c.2	Adoption Fee -- cat	25.00		
16.00.d.1	Dangerous Dog Annual Registration Fee	400.00		COMPS
16.00.e	Pet Registration Fee (annual):			
16.00.e.1	first pet in household	12.00		intact
16.00.e.2	pet thereafter (same household)	10.00		intact
16.00.e.3	first pet in household	8.00		sterilized
16.00.e.4	pet thereafter (same household)	4.00		sterilized

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
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\$30.80	19%	\$25.00	\$0	81%
\$35.20	72%	\$10.00	\$0	28%
\$35.20	43%	\$20.00	\$0	57%
NA	NA	actual cost	NA	NA
NA	NA	actual cost	NA	NA
\$30.80	19%	\$25.00	\$0	81%
NA	NA	\$25.00	\$0	NA
\$501.65	70%	\$150.00	\$0	30%
\$888.89	66%	\$300.00	NA	34%
\$76.44	35%	\$50.00	\$0	65%
\$72.44	65%	\$25.00	\$0	35%
NA	NA	\$400.00	\$0	NA

\$17.60	32%	\$12.00	\$0	68%
\$13.20	24%	\$10.00	\$0	76%
\$17.60	55%	\$8.00	\$0	45%
\$13.20	70%	\$4.00	\$0	30%



City Secretary				
#	Description	Current Fee/Charge	Unit	Notes
1.00	Public Information Fees			
	Copying Fees -- General Copies			
1.1.1	Standard size paper, 8.5"X11" or 8.5"X14"	0.10	page	Attorney general
1.1.4	Oversized paper copy, above 8.5"X14"	0.50	page	Attorney general
	Copies of Computer Data Formats			
1.2.8	JAZ drive	Actual cost		
1.2.9	Mylar	Actual cost		
1.2.10	Blueline/blueprint paper	Actual cost		
1.2.11	Maps/Photographic	Actual cost		
	Computer resource charge			
1.2.15	Document retrieval charge	Actual cost		
1.2.16	Postage and shipping	Actual cost		
1.2.17	Photographs	Actual cost		
1.2.18	Other costs	Actual cost		
1.2.19	Outsourced/Contracted services	Actual cost		
1.2.20	Fascimile – first page	1.00		COPY LIBRARY
1.2.20	Every page thereafter	0.10	per page	COPY LIBRARY
	Credit Card Fees			
	Processing Fee	3%	per transaction	
New	research charge		per hour	Attorney general

Full Cost	Subsidy %	Suggested Fee	Fee Δ
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NA	NA	\$0.10	\$0
NA	NA	\$0.10	-\$0.40

NA	NA	Actual cost	NA
NA	NA	Actual cost	NA
NA	NA	Actual cost	NA
NA	NA	Actual cost	NA

NA	NA	Actual cost	NA
NA	NA	Actual cost	NA
NA	NA	Actual cost	NA
NA	NA	Actual cost	NA
NA	NA	Actual cost	NA
\$1.94	48%	\$1.00	\$0
\$1.94	92%	\$0.15	\$0.05

NA	NA	3%	0%
NA	NA	\$15.00	NA

FIRE 1



Fire				
#	Description	Current Fee/Charge	Unit	Notes
40.00	Public Fireworks Display			
	Permit Fee	25.00		
41.00	Burn Permit			
	Burn Permit			Change
44.00	Fire Services			
44.00.a	Fire Inspection Fees:			
44.00.a.1	Less than 5,000 sq ft	20.00		sample 5,000 sq ft
44.00.a.2	5,000-10,000 sq ft	25.00		sample 10,000 sq ft
44.00.a.3	10,001-25,000 sq ft	30.00		sample 25,000 sq ft
44.00.a.4	25,001-50,000 sq ft	45.00		sample 50,000 sq ft
44.00.a.5	50,001-75,000 sq ft	70.00		sample 75,000 sq ft
44.00.a.6	75,001-100,000 sq ft	95.00		sample 100,000 sq ft
44.00.a.7	greater than 100,000 sq ft	95.00		+\$15.00 for each addl. 50,000 sq ft of storage area
44.00.a.8	Multiple Story Charge	5.00	per floor	for inspection of multiple story building three stories or more in height.
	Construction Permits			
Change	Automatic Fire-extinguishing Systems, 1 to 20 heads	Change	Change	sample 20 heads
Change	Automatic Fire-extinguishing Systems, 21 to 250 heads	Change	Change	sample 250 heads
Change	Automatic Fire-extinguishing Systems, 251 to 500 heads	Change	Change	sample 500 heads
Change	Automatic Fire-extinguishing Systems >500+ \$.50/head additional	Change	Change	sample 500 heads
Change	Automatic Fire-extinguishing Systems (Commercial Cooking)	Change	Change	

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
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\$158.25	37%	\$100.00	\$75	63%
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\$105.50	5%	\$100.00	\$100	95%
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\$79.13	37%	\$50.00	\$30	63%
\$114.29	39%	\$70.00	\$45	61%
\$193.42	41%	\$115.00	\$85	59%
\$298.92	43%	\$170.00	\$125	57%
\$457.17	41%	\$270.00	\$200	59%
\$509.92	41%	\$300.00	\$205	59%
\$104.96	43%	\$300 + \$60 per 50k sq ft	NA	57%
\$35.17	43%	\$20.00	\$15	57%

\$193.42	48%	\$100.00	NA	52%
\$298.92	40%	\$180.00	NA	60%
\$457.17	40%	\$275.00	NA	60%
\$0.36	4%	\$275 + \$0.35 per head	NA	96%
\$246.17	39%	\$150.00	NA	61%

FIRE 2



Fire				
#	Description	Current Fee/Charge	Unit	Notes
	Construction Permits			
New	Battery systems	New		
New	Capacitor storage systems	New		
New	Compressed gases	New		
New	Cryogenic fluids	New		
New	Emergency responder radio coverage systems	New		
New	Fire alarm/detection systems and related equipment 1 to 10 devices	New		Sample 10 devices
New	Fire alarm/detection systems and related equipment 11 to 25 devices	New		Sample 25 devices
New	Fire alarm/detection systems and related equipment 26 to 150 devices	New		150
New	Fire alarm/detection systems and related equipment 151 to 500 devices	New		500
New	Fire alarm/detection systems and related equipment >500 + \$.50/device additional	New		
New	Fire pumps and related equipment	New		
New	Flammable and combustible liquids - Storage/Dispensing	New		
New	Fuel cell power systems	New		
New	Gas detection systems	New		
New	Gates and barricades across fire apparatus access roads	New		
New	Hazardous materials	New		
New	High piled combustible storage	New		
New	Industrial ovens.	New		
New	LP-gas -Storage	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
\$246.17	39%	\$150.00	NA	61%
\$246.17	39%	\$150.00	NA	61%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$246.17	39%	\$150.00	NA	61%
\$193.42	48%	\$100.00	NA	52%
\$246.17	39%	\$150.00	NA	61%
\$351.67	40%	\$210.00	NA	60%
\$457.17	40%	\$275.00	NA	60%
\$0.36	4%	\$275 + \$0.35 per device	NA	96%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$246.17	39%	\$150.00	NA	61%
\$219.79	41%	\$130.00	NA	59%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%

FIRE 3



Fire				
#	Description	Current Fee/Charge	Unit	Notes
	Construction Permits			
New	Motor vehicle repair room and booths	New		
New	Plants extraction systems	New		
New	Private fire hydrants	New		
New	Smoke control or smoke exhaust systems	New		
New	Solar voltaic power systems	New		
New	Special event structures	New		
New	Spraying or dipping - Building/Booths	New		
New	Standpipe systems	New		
	Temporary membrane structures and tents	New		
	Operational Permits			
New	Aerosol products	New		
New	Amusement buildings	New		
New	Aviation Facilities	New		
New	Carnivals and Fairs	New		
New	Cellulose nitrate film	New		
New	Combustible dust producing operations	New		
New	Combustible fibers	New		
New	Compressed gasses	New		
New	Covered and open mall buildings	New		
New	Cryogenic fluids	New		
New	Cutting and welding	New		
New	Dry cleaning	New		
New	Exhibits and trade shows	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
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\$193.42	48%	\$100.00	NA	52%
\$246.17	39%	\$150.00	NA	61%
\$246.17	39%	\$150.00	NA	61%
\$193.42	48%	\$100.00	NA	52%
\$246.17	39%	\$150.00	NA	61%
\$193.42	48%	\$100.00	NA	52%
\$246.17	39%	\$150.00	NA	61%
\$246.17	39%	\$150.00	NA	61%
\$193.42	48%	\$100.00	NA	52%

\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%

FIRE 4



Fire				
#	Description	Current Fee/Charge	Unit	Notes
	Operational Permits			
New	Explosives. (Non-Fireworks)	New		
New	Flammable and combustible liquids	New		
New	Floor finishing	New		
New	Fruit and crop ripening	New		
New	Fumigation and insecticidal fogging	New		
New	Hazardous materials	New		
New	HPM facilities	New		
New	High-piled storage facilities	New		
New	Industrial Ovens	New		
New	Lumber yards and woodworking plants	New		
New	Liquid or gas fuel-fired vehicles or equipment in Assembly buildings	New		
New	LP Gas	New		
New	Magnesium	New		
New	Miscellaneous combustible storage	New		
New	Mobile food preparation vehicles	New		
New	Motor fuel dispensing facilities	New		
New	Open flames, candles, and torches	New		
New	Organic coating	New		
New	Outdoor assembly event	New		
New	Places of Assembly	New		
New	Plant extraction systems	New		
New	Pyrotechnic special effects material	New		
New	Pyroxylin plastics	New		

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%

FIRE 5



Fire				
#	Description	Current Fee/Charge	Unit	Notes
	Operational Permits			
New	Refrigeration equipment	New		
New	Repair garages and motor fuel dispensing facilities	New		
New	Rooftop heliports	New		
New	Spraying or dipping	New		
New	Storage of scrap tires and tire byproducts	New		
New	Temporary membrane structures and tents	New		
New	Tire rebuilding plants	New		
New	Waste handling	New		
New	Wood Products	New		
New	Multi-Family Dwellings (4 or more units)	New	per hour	
New	Public Schools, K thru 12	New	per hour	
New	All other schools.... See inspection rate	New		
New	Licensed Day Care Centers	New		
New	Foster Homes	New	per hour	
New	Licensed Hospital, Nursing Homes, and other 24-hr facilities	New	per hour	

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$193.42	48%	\$100.00	NA	52%
\$105.50	38%	\$65.00	NA	62%
\$105.50	53%	\$50.00	NA	47%
NA	NA	NA	NA	NA
\$193.42	48%	\$100.00	NA	52%
\$105.50	53%	\$50.00	NA	47%
\$105.50	53%	\$50.00	NA	47%

WATER AND SEWER 1



Water -- Sewer				
#	Description	Current Fee/Charge	Unit	Notes
3.00	Water and Sewer Tap Fees			
3.00.a	Water Tap Fees (No street cut)			
	3/4"	1,000.00		
	1"	1,250.00		
	2"	1,500.00		
	Over 2"	Actual cost		
	Water & Sewer Street Cut Fees			
	Street Cut Fee:	1,000.00	per street cut	
	Street Cut Fee:	6.00	per sq. ft.	72 sq ft sample; COMPS
New	Street Cut Fee: concrete	New		72 sq ft sample; COMPS
	Street Bore Fee:	4.00	per sq. ft.	
3.00.c	Sewer Tap Fees			
	4" or 6" Sewer Tap	900.00		name change
New	Over 6"	New		
3.00.d	Culverts			
	12" X 20' steel	250.00		
	12" X 30' steel	325.00		
	15" X 20' steel	400.00		
	18" x 20' steel (includes safety ends per state specs)	1,500.00		
New	If Bands are needed	New	Per Band	If bands are needed theyare also 56.00 each (Will be needed for ends x2)

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
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\$1,421.01	19%	\$1,150.00	\$150	81%
\$1,421.01	11%	\$1,270.00	\$20	89%
\$1,823.20	10%	\$1,640.00	\$140	90%
NA	NA	Actual Cost	NA	NA

NA	NA	\$1,000.00	\$0	NA
\$7.56	10%	\$6.80	\$0.8	90%
NA	NA	actual cost	NA	NA
NA	NA	actual cost	NA	NA

\$1,421.01	1%	\$1,400.00	\$500	99%
NA	NA	actual cost	NA	NA

\$1,258.75	21%	\$1,000.00	\$750	79%
\$1,444.75	20%	\$1,150.00	\$825	80%
\$1,411.88	15%	\$1,200.00	\$800	85%
\$2,662.75	21%	\$2,100.00	\$600	79%
\$56.00	0%	\$56.00	NA	100%

WATER AND SEWER 2



Water -- Sewer				
#	Description	Current Fee/Charge	Unit	Notes
4.00	Meter Charges (Meter set only)			
	¾" meter	300.00		
	1" meter	450.00		
	1 ½" meter	800.00		
	2" meter	900.00		
	Over 2"	Actual cost		
5.00	Meter Boxes			
	Single (plastic)	91.00		
	Double (plastic)	149.00		
New	If iron lid needed	New		
6.00	Miscellaneous Water and Sewer Charges			
	Fire hydrant installation	2,500.00	paid by developer	If the utility or other development plan for property to be developed requires fire hydrants. Such fee is calculated based on tapping a 6" PVC main and two (2) hours of labor. If more time is needed, an additional fee will be charged.
7.00	Temporary Water Service			
	Temporary Water Service	38.00	max 10 days	This fee covers up to 2,000 gallons of water. Any amount over 2,000 gallons will be billed according to the rates set forth by city ordinance

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
\$434.73	10%	\$390.00	\$90	90%
\$607.73	11%	\$540.00	\$90	89%
\$976.73	11%	\$870.00	\$70	89%
\$1,181.73	10%	\$1,060.00	\$160	90%
NA	NA	Actual Costs	NA	NA
\$113.70	12%	\$100.00	\$9	88%
\$213.70	11%	\$190.00	\$41	89%
\$92.00	0%	\$92.00	NA	100%
\$0.00	NA	actual cost, 2,500 min deposit	NA	NA
\$145.95	31%	\$100.00	\$62	69%

WATER AND SEWER 3



Water -- Sewer				
#	Description	Current Fee/Charge	Unit	Notes
8.00	Utility Security Deposits			
8.00.a	Security deposit - Residential	150.00		
	Security deposit - Commercial	200.00		
	Transfer of deposit to new address	15.00		
8.00.b	Security deposit - Fire Hydrant service	2,500.00		
	Monthly base rate - Fire Hydrant service	150.00		
11.00	Delinquent penalty			
	Delinquent penalty	10%		
12.00	Service Reconnection Fee			
12.00.a	Request for utility service reconnection	50.00		
13.00	Service Charge for Insufficient Funds Check and Credit Card Payment not honored			
	NSF	35.00		
14.00	Meter Reread			
	Meter Reread	15.00		This fee is refundable if the meter reading is found to be in error
New	Mapping the Meter after First Mapping			1 free per calander year
15.00	Meter Testing Deposit			
15.00.a	24-h Meter Reread Test Deposit	25.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ	Cost Recovery
NA	NA	\$150.00	\$0	NA
NA	NA	\$200.00	\$0	NA
NA	NA	\$15.00	\$0	NA
NA	NA	\$2,500.00	\$0	NA
NA	NA	\$150.00	\$0	NA
NA	NA	10%	NA	NA
\$89.78	16%	\$75.00	\$25	84%
NA	NA	\$35.00	NA	NA
\$62.69	76%	\$15.00	\$0	24%
\$88.01	43%	\$50.00	\$50	57%
\$134.68	26%	\$100.00	\$75	74%

OTHER FEES



Police				
#	Description	Current Fee/Charge	Unit	Notes
42.00	Impoundment Fees-Abandoned Motor Vehicles and Other Property			
42.00.a	Vehicles and vehicle parts	10.00	day	
42.00.b	Large items requiring outdoor storage	10.00	day	
42.00.c	Large items requiring indoor storage	15.00	day	
42.00.d	All other items	5.00	day	
48.00	Towing Fees			
	All charges will be billed per Johnson County Interlocal Agreement Police/EMS Dispatching Services.	third party cost		
49.00	Alarm Permits			
49.00.1	Alarm Permit -- Commercial	100.00	every 2 years	
49.00.1	Alarm Permit -- Residential	no charge		
49.00.2	False Alarm Response Fee (within a calendar year)	50.00	per occurrence	In excess of 5 alarms per calendar year
50.00	Careflite Optional Enrollment Membership Program			
	Membership cost	1.00	per month per household	

Parks				
#	Description	Current Fee/Charge	Unit	Notes
43.00	Parkway Park Pavilion Rental Fees			
43.00.a	City Residents	10.00	hour	requires a two (2) hour minimum rental
43.00.b	Non-Residents	15.00	hour	requires a two (2) hour minimum rental
	Refundable Deposit	30.00		

Full Cost	Subsidy %	Suggested Fee	Fee Δ
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NA	NA	\$10.00	NA
NA	NA	\$10.00	NA
NA	NA	\$15.00	NA
NA	NA	\$5.00	NA

NA	NA	third party cost	NA
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NA	NA	\$100.00	NA
NA	NA	\$0.00	NA
NA	NA	\$50.00	NA

NA	NA	\$1.00	NA
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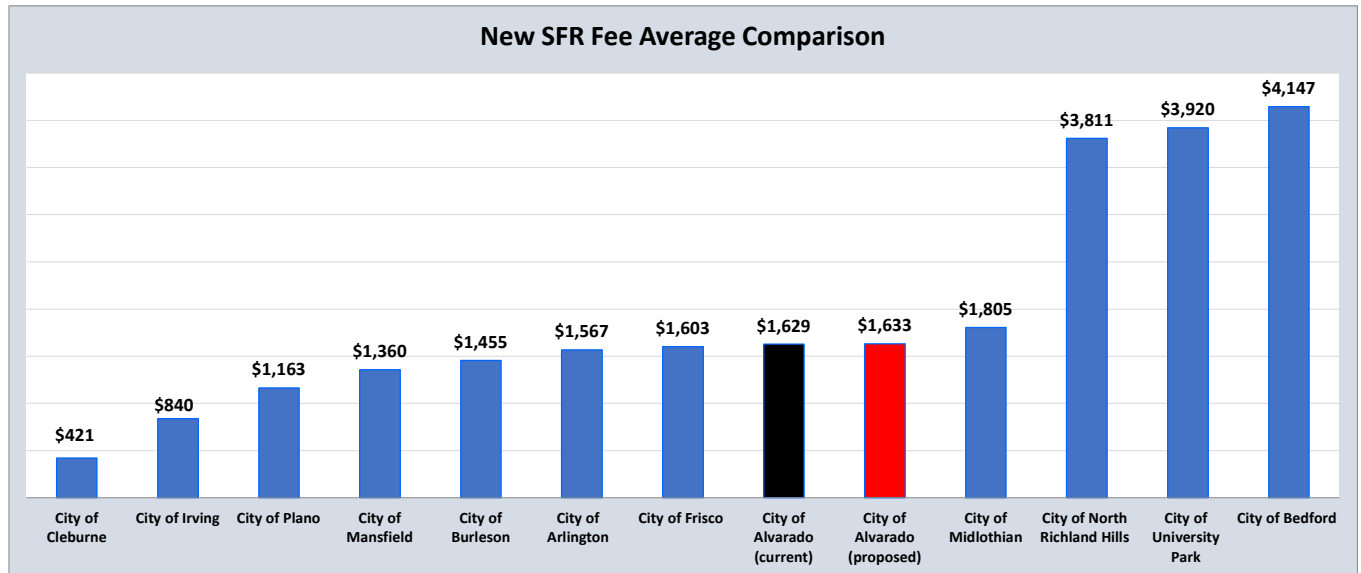
Full Cost	Subsidy %	Suggested Fee	Fee Δ
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NA	NA	\$10.00	\$0
NA	NA	\$15.00	\$0
NA	NA	\$30.00	\$0

New Residential Permit Fee Comparison (2024)					
	Value	Permit Fee and MEP	Plan Review	Total Fees	Average
City Of Cleburne					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	3000 x \$0.19 = \$570 + \$20 (admin fee)	\$0.00	\$595.00	\$421.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	2000 x \$0.19 = \$380 + \$20 (admin fee)	\$0.00	\$400.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	1300 x \$0.19 = \$247 + \$20 (admin fee)	\$0.00	\$267.00	
City Of Arlington					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	3000 x \$0.53 = \$1,590	\$556.50	\$0.00	\$1,567.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	2000 x \$0.53= \$1,060	\$371.00	\$0.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	1300 x \$0.64 = \$832	\$291.20	\$0.00	
City of Irving					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	Permit Fee 3000 sqft(.32) = \$960	\$240.00	\$1,200.00	\$840.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	Permit Fee 2000 sqft(.32) = \$640	\$160.00	\$800.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	Permit Fee 1300 sqft(.32) = \$416	\$104.00	\$520.00	
City of Burleson					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	3000 x \$0.60 = \$1,800 + \$195 (MEP)	\$0.00	\$1,995.00	\$1,455.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	2000 x \$0.60 = \$1,200 + \$195 (MEP)	\$0.00	\$1,395.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	1300 x \$0.60 = \$780 + \$195 (MEP)	\$0.00	\$975.00	
City of Mansfield					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	3000 x \$0.60 = \$1,800	\$100.00	\$1,900.00	\$1,360.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	2000 x \$0.60 = \$1,200	\$100.00	\$1,300.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	1300 x \$0.60 = \$780	\$100.00	\$880.00	
City of Plano					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	Building Permit Fee 3000 sqft(.48) = \$1,440 + \$75.00	\$80.00	\$1,595.00	\$1,163.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	Building Permit Fee 2000 sqft(.48) = \$960 + \$75.00	\$80.00	\$1,115.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	Building Permit Fee 1300 sqft(.48) = \$624+ \$75.00	\$80.00	\$779.00	
City of Midlothian					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	3000 x \$0.80 = \$2,400	\$125.00	\$2,525.00	\$1,805.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	2000 x \$0.80 = \$1,600	\$125.00	\$1,725.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	1300 x \$0.80 = \$1,040	\$125.00	\$1,165.00	
City of Frisco					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	Permit \$1,360, Mech \$180 , elec \$120, Plumb \$300	\$0.00	\$1,960.00	\$1,603.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	Permit \$1,000, Mech \$180 , elec \$120, Plumb \$300	\$0.00	\$1,600.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	Permit \$1,000, Mech \$180 , elec \$120, Plumb \$300	\$0.00	\$1,250.00	
City of Bedford					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	\$2,950 + MEP (145+145+145) + \$435	\$1,950.00	\$5,335.00	\$4,147.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	\$1,950 + MEP (145+145+145) + \$435	\$1,735.00	\$4,120.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	\$1,250 + MEP (145+145+145) + \$435	\$1,300.00	\$2,985.00	
City of University Park					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	\$0.95 per sf =2,375 + 2% Valuation for MEP = \$6,125	\$0.00	\$10,163.00	\$3,920.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	\$0.95 per sf =1,425 + 2% Valuation for MEP = \$3,675	\$0.00	\$8,465.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	\$0.95 per sf =760 + 2% Valuation for MEP = \$1,960	\$0.00	\$5,340.00	
City of North Richland Hills					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	\$1.10 per sf = \$3,300	\$2,145.00	\$5,445.00	\$3,811.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	\$1.10 per sf = \$2,200	\$1,430.00	\$3,630.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	\$1.10 per sf = \$1,430	\$929.00	\$2,359.00	

City of Alvarado (current)					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	\$1,420 + \$726 (MEP)	\$0.00	\$2,146.00	\$1,629.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	\$940 + \$626 (MEP)	\$0.00	\$1,566.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	\$620 + \$556 (MEP)	\$0.00	\$1,176.00	
City of Alvarado (proposed)					
2500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 3000 sqft	\$389,400	\$0.73 per sf (includes MEP) = \$2,100	\$100.00	\$2,290.00	\$1,633.00
1500 sqft (living) 400 sqft (garage) 100 sqft (porches) = 2000 sqft	\$352,000	\$0.73 per sf (includes MEP) = \$1,400	\$100.00	\$1,560.00	
800 sqft (living) 400 sqft (garage) 100 sqft (porches) = 1300 sqft	\$229,000	\$0.73 per sf (includes MEP) = \$910	\$100.00	\$1,049.00	

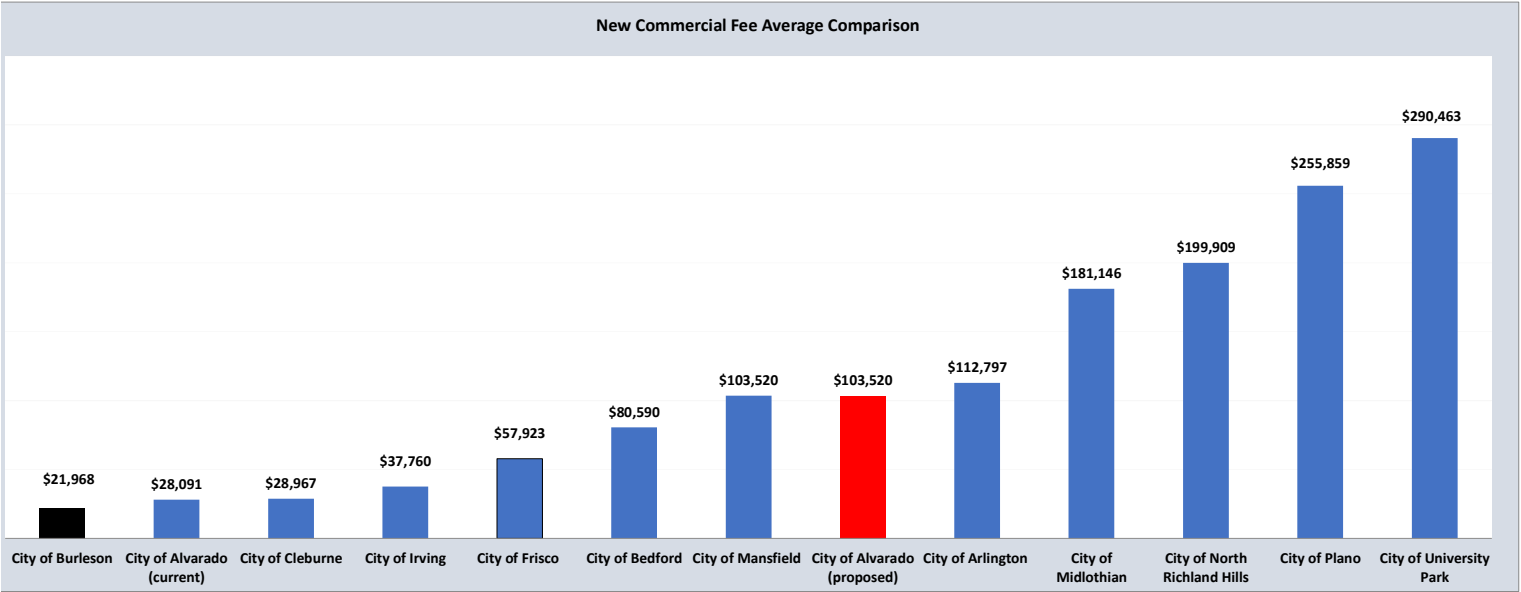
New Residential Permit Fee Average Comparison (2024)		
City of Cleburne	\$421	
City of Irving	\$840	
City of Plano	\$1,163	
City of Mansfield	\$1,360	
City of Burleson	\$1,455	
City of Arlington	\$1,567	
City of Frisco	\$1,603	
City of Alvarado (current)	\$1,629	
City of Alvarado (proposed)	\$1,633	fee based on \$0.73 sf + \$100 plan review fee
City of Midlothian	\$1,805	
City of North Richland Hills	\$3,811	
City of University Park	\$3,920	
City of Bedford	\$4,147	



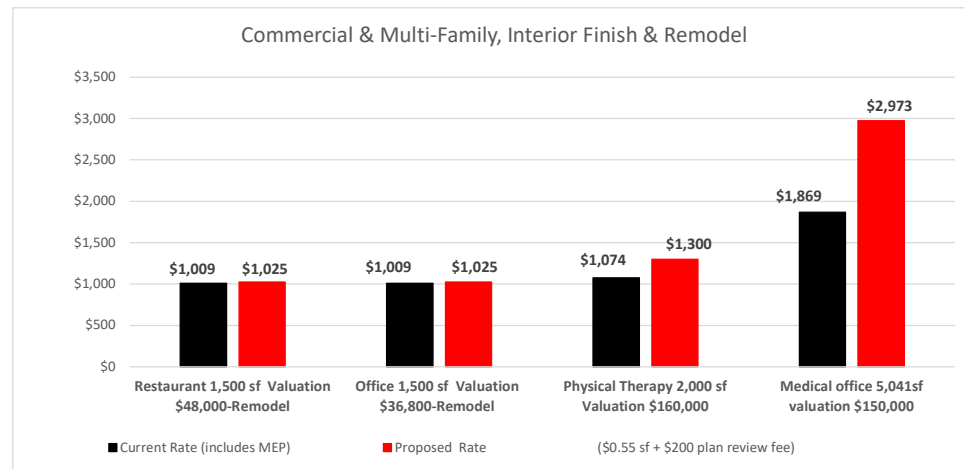
New Commercial Permit Fee Comparison (2024)							
	Value	Permit fee and MEP	Plan Review	CO Fee	Total Fees	Proposed	Avg
City of Cleburne							
Small: Office Bldg 14,692sf	\$2.9M	14,692 sf x .21 = \$3085 + \$20 (admin fee)	\$0	\$38	\$3,143		\$28,967.00
Medium: MOB 92,874sf	\$15.7M	92,874 sf x .21 = \$19,504 + \$20 (admin fee)	\$0	\$38	\$19,562		
Large: Hotel/Conf. 305,414sf	\$70M	305,414 sf x .21 = \$64,137 + \$20 (admin fee)	\$0	\$38	\$64,195		
City of Arlington							
Small: Office Bldg 14,692sf	\$2.9M	\$5,012.25 for first 1.0 M + \$5,225 (\$2.75 for each additional \$1,000 or fraction) = \$10,237.25	\$3,583	\$100	\$13,920		\$112,796.54
Medium: MOB 92,874sf	\$15.7M	\$5,012.25 for first 1.0 M + \$40,425 (\$2.75 for each additional \$1,000 or fraction) = \$45437.25	\$15,903	\$100	\$61,440		
Large: Hotel/Conf. 305,414sf	\$70M	\$5,012.25 for first 1.0 M +189,750 (\$2.75 for each additional \$1,000 or fraction) = \$194762.25	\$68,167	\$100	\$263,029		
City of Irving							
Small: Office Bldg 14,692sf	\$2.9M	14,692 sf (.24) = \$3,526.08 + \$620 = \$4,146.08	\$1,037	\$100	\$5,283		\$37,759.70
Medium: MOB 92,874sf	\$15.7M	92,874 sf (.21) = \$19,503.54 + \$1,865 = \$21,368.54	\$5,342	\$100	\$26,811		
Large: Hotel/Conf. 305,414sf	\$70M	305,414 sf (.19) = \$58,028.66 + \$6,840 = \$64,868.66	\$16,217	\$100	\$81,186		
City of Burleson							
Small: Office Bldg 14,692sf	\$2.9M	\$3,450 + 14,692 sf x \$0.24 = \$6,976	\$0	\$150	\$7,126		\$21,968.00
Medium: MOB 92,874sf	\$15.7M	\$9,450 + 92,874 sf x \$0.12 = \$20,595	\$0	\$150	\$20,745		
Large: Hotel/Conf. 305,414sf	\$70M	\$13,450 + 305,414 sf x \$0.08 = 37,883	\$0	\$150	\$38,033		
City of Mansfield							
Small: Office Bldg 14,692sf	\$2.9M	14,692 sf x \$0.75 sf = \$11,019 (includes MEP)	\$200	\$75	\$11,294		\$103,520
Medium: MOB 92,874sf	\$15.7M	92,874 sf x \$0.75 sf = \$69,655.50 (includes MEP)	\$200	\$75	\$69,931		
Large: Hotel/Conf. 305,414sf	\$70M	305,414 sf x \$0.75 sf = \$229,060.50 (includes MEP)	\$200	\$75	\$229,336		
City of Plano							
Small: Office Bldg 14,692sf	\$2.9M	\$2,900,000(.00525) = \$15,225.00	\$9,896	\$100	\$25,001		\$255,859.17
Medium: MOB 92,874sf	\$15.7M	\$15,700,000(.00525) = \$82,425.00	\$53,576	\$100	\$136,101		
Large: Hotel/Conf. 305,414sf	\$70M	\$70,000,000(.00525) = \$367,500.00	\$238,875	\$100	\$606,475		
City of Midlothian							
Small: Office Bldg 14,692sf	\$2.9M	\$5,608.75 for first \$1 Mil + \$6,935 (\$3.65 for each additional \$1,000 or fraction) = \$12,543.75	\$8,153	\$50	\$20,747		\$181,146
Medium: MOB 92,874sf	\$15.7M	\$5,608.75 for first \$1 Mil + \$53,655 (\$3.65 for each additional \$1,000 or fraction) = \$59,263.75	\$38,521	\$50	\$97,835		
Large: Hotel/Conf. 305,414sf	\$70M	\$5,608.75 for first \$1 Mil + \$251,850 (\$3.65 for each additional \$1,000 or fraction) = \$257,458.75	\$167,348	\$50	\$424,857		
City of Frisco							
Small: Office Bldg 14,692sf	\$2.9M	\$5,608.75 for first \$1 Mil+ \$5,608.75 = \$14,743.75(60%) = \$8,846.25	\$0	\$0	\$8,846		\$57,923.25
Medium: MOB 92,874sf	\$15.7M	\$5,608.75 for first \$1 Mil + \$5,608.75 = \$51,913.75(60%) = \$31,148.25	\$0	\$0	\$31,148		
Large: Hotel/Conf. 305,414sf	\$70M	\$5,608.75 for first \$1 Mil+ \$5,608.75 = \$222,958.75(60%) = \$133,775.25	\$0	\$0	\$133,775		
City of Bedford							
Small: Office Bldg 14,692sf	\$2.9M	\$3,429.10 for first 1.0 M + 3,021 (\$1.59 for each additional \$1,000 or fraction) = \$6,450.10	\$4,193	\$75	\$10,718		\$80,590.05
Medium: MOB 92,874sf	\$15.7M	\$3,429.10 for first 1.0 M + 23,373 (\$1.59 for each additional \$1,000 or fraction) = \$26,802.10	\$17,421	\$75	\$44,298		
Large: Hotel/Conf. 305,414sf	\$70M	\$3,429.10 for first 1.0 M + 109,710 (\$1.59 for each additional \$1,000 or fraction) = \$113,139.10	\$73,540	\$75	\$186,754		
City of University Park							
Small: Office Bldg 14,692sf	\$2.9M	Permit \$9,000,000 x.75% + MEP \$9,000,000 x2% = \$85,500	\$0	\$0	\$85,500		\$290,463.33
Medium: MOB 92,874sf	\$15.7M	Permit \$15,700,000 x.75% + MEP \$15,700,000 x2% = \$120,890	\$0	\$0	\$120,890		
Large: Hotel/Conf. 305,414sf	\$70M	Permit \$70,000,000 x.75% + MEP \$70,000,000 x2% = \$665,000	\$0	\$0	\$665,000		
City of North Richland Hills							
Small: Office Bldg 14,692sf	\$2.9M	\$7267 for first 1.0 M + \$7,581 (\$3.99 for each additional \$1,000 or fraction) = \$14,848	\$9,651	\$69	\$24,568		\$199,908.75
Medium: MOB 92,874sf	\$15.7M	\$7267 for first 1.0 M + \$58,653 (\$3.99 for each additional \$1,000 or fraction) = \$65,920	\$42,848	\$69	\$108,837		
Large: Hotel/Conf. 305,414sf	\$70M	\$7267 for first 1.0 M + \$ (\$3.99 for each additional \$1,000 or fraction) = \$282,577	\$183,675	\$69	\$466,321		

City of Alvarado (current)							
Small: Office Bldg 14,692sf	\$2.9M	\$7056 + 1,214 (MEP) = \$8,270	\$0	\$60	\$8,330		\$28,090.67
Medium: MOB 92,874sf	\$15.7M	\$20,675 + \$4,341 (MEP) = \$25,016	\$0	\$60	\$25,076		
Large: Hotel/Conf. 305,414sf	\$70M	\$37,963 + \$12, 843 (MEP) = \$50,806	\$0	\$60	\$50,866		
City of Alvarado (proposed)							
Small: Office Bldg 14,692sf	\$2.9M	14,692 sf x \$0.75 = \$11,019 (includes MEP)	\$200	\$75		\$11,294	\$103,520.00
Medium: MOB 92,874sf	\$15.7M	92,874 sf x \$0.75 = \$69,655.50 (includes MEP)	\$200	\$75		\$69,931	
Large: Hotel/Conf. 305,414sf	\$70M	305,414 sf x \$0.75 = \$229,060.50 (includes MEP)	\$200	\$75		\$229,336	

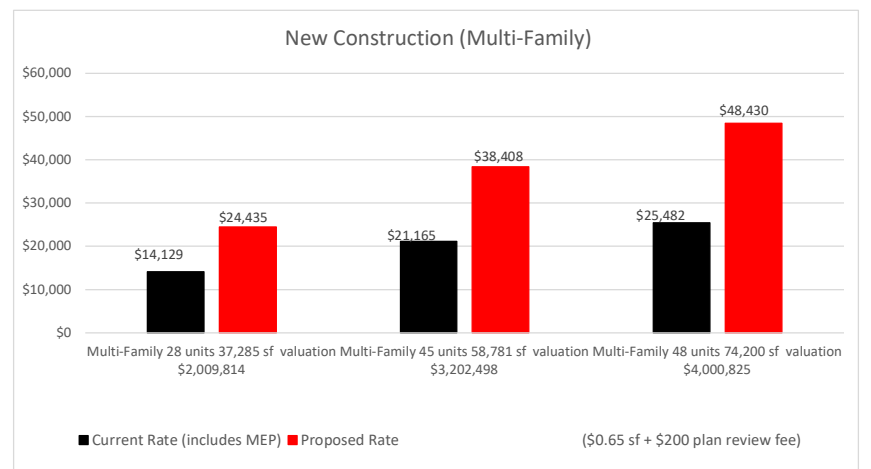
New commercial Permit Fee Average Comparison (2024)		
City of Burleson	\$21,968	
City of Alvarado (current)	\$28,091	
City of Cleburne	\$28,967	
City of Irving	\$37,760	
City of Frisco	\$57,923	
City of Bedford	\$80,590	
City of Mansfield	\$103,520	
City of Alvarado (proposed)	\$103,520	
City of Arlington	\$112,797	
City of Midlothian	\$181,146	
City of North Richland Hills	\$199,909	
City of Plano	\$255,859	
City of University Park	\$290,463	



Commercial & Multi-Family Permits	Interior Finishes & Remodels	
Commercial Interior Finishes, Remodels & Repairs	Current Rate (includes MEP)	Proposed Rate (\$0.55 sf + \$200 plan review fee)
Restaurant 1,500 sf Valuation \$48,000-Remodel	\$1,009	\$1,025
Office 1,500 sf Valuation \$36,800-Remodel	\$1,009	\$1,025
Physical Therapy 2,000 sf Valuation \$160,000	\$1,074	\$1,300
Medical office 5,041sf valuation \$150,000	\$1,869	\$2,973



Multi-Family Permit - New Construction		
New Commercial Construction	Current Rate (includes MEP)	Proposed Rate (\$0.65 sf + \$200 plan review fee)
Multi-Family 28 units 37,285 sf valuation \$2,009,814	\$14,129	\$24,435
Multi-Family 45 units 58,781 sf valuation \$3,202,498	\$21,165	\$38,408
Multi-Family 48 units 74,200 sf valuation \$4,000,825	\$25,482	\$48,430





BUILDING SAFETY PERMIT FEE SCHEDULE

BUILDING PERMITS (Regulated by IRC)

Occupancy Type	Permit Fee ^{1,2}	Plan Review Fee ³
One- and Two- Family Dwelling to include Townhomes: new, alterations, remodels, repairs and additions	\$0.73/sf ²	\$100.00
Patio cover, carport, deck, porch, etc. (that exceed 200 square feet and are 30 inches above grade at any point), and one-story accessory structures (that exceed 200 square feet)	\$0.30/sf ² (Min. fee \$75)	\$100.00
Foundation repair, window replacement, wind and solar energy	\$200.00	N/A
Note: 1. Permit fees calculated by the square foot shall include the entire square footage of the structure under roof. 2. MEP fees included in permit fee. 3. Plan review fee per building is required at time of application submittal and is non-refundable.		

BUILDING PERMITS (Regulated by IBC)

Occupancy Type	Permit Fee ^{1,2}	Plan Review Fee ³
New commercial structures (shell buildings) and additions	\$0.75/sf ²	\$200.00
All interior finishes, alterations, remodels, repairs, renovations, of non-residential structures, etc.	\$0.55/sf ²	\$200.00
Multi-Family Building: new and additions	\$0.65/sf ²	\$200.00
Multi-Family: alterations, remodel and repair	\$0.55/sf ²	\$200.00
Note: 1. The value to be used in computing this fee shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning and any other permanent equipment. 2. MEP Fees included in permit fee. 3. Plan review fee per building is required at time of application submittal and is non-refundable.		

OTHER BUILDING PERMITS and FEES

Permit Type	Fee
Moving of Buildings in/out of city	\$300.00
Construction Trailer / Sales Trailer, includes MEP	\$200.00 each
Pre-manufactured Structure / Industrialized Building, includes MEP	\$300.00 each
In-ground swimming pool, includes MEP	\$300.00
Prefabricated above ground swimming pools, spas and portable hot tubs, includes MEP	\$100.00
Fence	\$50.00
Screening Walls and Retaining Walls	\$100.00 / lot
Drive Approach	\$180.00
Demolition	\$100.00
Certificate of Occupancy	\$75.00
Roof Replacement	\$75.00



Building - Mechanical	\$100.00
Building - Plumbing	\$100.00
Building - Electrical	\$100.00
Irrigation Permit	\$100.00
Inspection outside of normal business hours	\$50.00 per hour (Minimum charge of two (2) hours)
Re-inspection Fees	\$100.00 each
Work commencing before permit issuance	100% of original permit fee in addition to regular permit fee
Inspections, for which no fee is specifically indicated	\$75.00 per hour (Minimum charge of one (1) hour)
Additional plan review required by changes, additions or revisions to scope of work submitted or approved plans	\$100.00 per hour (Minimum charge of one (1) hour)
Miscellaneous building permit fee for item not listed above	\$75.00 each

MISCELLANEOUS PERMITS and FEES

Permit Type	Fee
Garage Sale Permit	\$5.00
Wall Signs, Temporary Signs and Promotional Displays	\$75.00 each
Pole, ground and all other signs not classified as wall signs	\$100.00 each
Code Administration / Lien Processing	\$200.00

ORDINANCE NO. 2024-0027

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING THE ALVARADO MASTER FEE SCHEDULE, PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City desires to amend its Fee Schedule to modernize and update fees; and

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

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

SECTION 1.

The Fee Schedule is amended as provided in Exhibit A – Master Fee Schedule Amendments, an attachment to this ordinance. A fee imposed under this section shall be collected for each license or permit issued regardless of whether the amount of the fee is set forth in the Fee Schedule.

SECTION 2.

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

SECTION 3.

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

SECTION 5.

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance involving zoning, fire safety, or public health and sanitation shall be fined not more than Two Thousand Dollars (\$2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6.

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

SECTION 7.

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

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

APPROVED:

Mayor

ATTEST:

Beth A. Walls, City Secretary/HRD

Exhibit A – Master Fee Schedule Amendments

(See Next Page)



City Secretary				
#	Description			
1.00	Public Information Fees			
	Copying Fees -- General Copies			
1.1.1	Standard size paper, 8.5"X11" or 8.5"X14"			
1.1.4	Oversized paper copy, above 8.5"X14"			
	Copies of Computer Data Formats			
1.2.8	JAZ drive			
1.2.9	Mylar			
1.2.10	Blueline/blueprint paper			
1.2.11	Maps/Photographic			
	Computer resource charge			
1.2.15	Document retrieval charge			
1.2.16	Postage and shipping			
1.2.17	Photographs			
1.2.18	Other costs			
1.2.19	Outsourced/Contracted services			
1.2.20	Fascimile – first page			
1.2.20	Every page thereafter			
	Credit Card Fees			
	Processing Fee			
New	research charge			

		Fee	

	\$0.10	
	\$0.10	

	Actual cost	
	Actual cost	
	Actual cost	
	Actual cost	

	Actual cost	
	Actual cost	
	Actual cost	
	Actual cost	
	Actual cost	
	\$1.00	
	\$0.15	

	3%	
	\$15.00	

WATER AND SEWER 1



Water -- Sewer		
#	Description	
3.00	Water and Sewer Tap Fees	
3.00.a	Water Tap Fees (No street cut)	
	3/4"	
	1"	
	2"	
	Over 2"	
	Water & Sewer Street Cut Fees	
	Street Cut Fee:	
	Street Cut Fee:	
New	Street Cut Fee: concrete	
	Street Bore Fee:	
3.00.c	Sewer Tap Fees	
	4" or 6" Sewer Tap	
New	Over 6"	
3.00.d	Culverts	
	12" X 20' steel	
	12" X 30' steel	
	15" X 20' steel	
	18" x 20' steel (includes safety ends per state specs)	
New	If Bands are needed	

	Fee	
--	-----	--

	\$1,150.00	
	\$1,270.00	
	\$1,640.00	
	Actual Cost	

	\$1,000.00	
	\$6.80	
	actual cost	
	actual cost	

	\$1,400.00	
	actual cost	

	\$1,000.00	
	\$1,150.00	
	\$1,200.00	
	\$2,100.00	
	\$56.00	

WATER AND SEWER 2



Water -- Sewer	
#	Description
4.00	Meter Charges (Meter set only)
	¾" meter
	1" meter
	1 ½" meter
	2" meter
	Over 2"
5.00	Meter Boxes
	Single (plastic)
	Double (plastic)
New	If iron lid needed
6.00	Miscellaneous Water and Sewer Charges
	Fire hydrant installation
7.00	Temporary Water Service
	Temporary Water Service

	Fee	
	\$390.00	
	\$540.00	
	\$870.00	
	\$1,060.00	
	Actual Costs	
	\$100.00	
	\$190.00	
	\$92.00	
	actual cost, 2,500 min deposit	
	\$100.00	

WATER AND SEWER 3



Water -- Sewer	
#	Description
8.00	Utility Security Deposits
8.00.a	Security deposit - Residential
	Security deposit - Commercial
	Transfer of deposit to new address
8.00.b	Security deposit - Fire Hydrant service
	Monthly base rate - Fire Hydrant service
11.00	Delinquent penalty
	Delinquent penalty
12.00	Service Reconnection Fee
12.00.a	Request for utility service reconnection
13.00	Service Charge for Insufficient Funds Check and Credit Card Payment not honored
	NSF
14.00	Meter Reread
	Meter Reread
New	Mapping the Meter after First Mapping
15.00	Meter Testing Deposit
15.00.a	24-h Meter Reread Test Deposit

	Fee	
	\$150.00	
	\$200.00	
	\$15.00	
	\$2,500.00	
	\$150.00	
	10%	
	\$75.00	
	\$35.00	
	\$15.00	
	\$50.00	
	\$100.00	

ANIMAL CONTROL



Animal Control		
#	Description	
16.00	Animal Impoundment	
16.00.a	The owner of any dog or cat impounded shall be allowed to redeem such dog or cat upon payment of the following fees to the City:	
16.00.a.1	Capture of the animal by an animal control officer	
16.00.a.2	Boarding a dog or cat	
16.00.a.3	Boarding any other animal	
16.00.a.4	Medical treatment and medication expended by the ACO for the animal, including required vaccinations	
16.00.a.5	Advertising the animal	
16.00.b.1	Pickup and disposal of a dead animal	
16.00.b.2	Animal which is voluntarily surrendered to the shelter by its owner	
16.00.b.3	Quarantine of an animal	
New	Quarantine of an animal - Test in Austin	
16.00.c.1	Adoption Fee -- dog	
16.00.c.2	Adoption Fee -- cat	
16.00.d.1	Dangerous Dog Annual Registration Fee	
16.00.e	Pet Registration Fee (annual):	
16.00.e.1	first pet in household	
16.00.e.2	pet thereafter (same household)	
16.00.e.3	first pet in household	
16.00.e.4	pet thereafter (same household)	

	Fee	

	\$25.00	
	\$10.00	
	\$20.00	
	actual cost	
	actual cost	
	\$25.00	
	\$25.00	
	\$150.00	
	\$300.00	
	\$50.00	
	\$25.00	
	\$400.00	

	\$12.00	
	\$10.00	
	\$8.00	
	\$4.00	

Section Permit Fees (Signs, Building, Miscellaneous, Etc.)			
Schedule #	Description	Fee	Fee Notes
18.00	Sign Permit		
	Wall signs, temporary signs and Promotional Displays	\$75 ea.	
	Pole, ground and all other permanent signs not classified as wall signs	\$100.00 ea.	
	Multiple Sign Package (includes all signs)	\$500.00	
21.00	Building Permits		
	One- and Two- Family Dwelling to include Townhomes: new and additions		
	Permit Fee (includes typical inspections)	\$0.73/sf	
	Plan Review	\$100	
	One- and Two- Family Dwelling to include Townhomes: alterations, remodels, and repairs		
	Permit Fee (includes typical inspections)	\$0.73/sf	
	Plan Review	\$100	
	Patio cover, carport, deck, porch, etc. (that exceed 200 square feet and are 30 inches above grade at any point), and one-story accessory structures (that exceed 200 square feet)		
	Permit Fee (includes typical inspections)	\$0.30/sf	
	Plan Review	\$100	
	Foundation repair, window replacement, wind and solar energy		
	Permit Fee (includes typical inspections)	\$200	
	Plan Review	None	
	Notes: 1. Permit fees calculated by the square foot shall include the entire square footage of the structure under roof. 2. MEP fees included in permit fee. 3. Plan review fee per building is required at time of application submittal and is non-refundable.		
	New Commercial Structures (Shell Buildings) and Additions		
	Permit Fee (includes typical inspections)	\$0.75/sf	
	Plan Review	\$200	
	All interior finishes, alterations, remodels, repairs, renovations, of non-residential structures, etc.		
	Permit Fee (includes typical inspections)	\$0.55/sf	
	Plan Review	\$200	

	Multi-family Building: new and additions		
	Permit Fee (includes typical inspections)	\$0.65/sf	
	Plan Review	\$200	
	Multi-family Building: alterations, remodels, and repairs		
	Permit Fee	\$0.55/sf	
	Plan Review	\$200	
	Notes: 1. The value to be used in computing this fee shall be the total value of all construction work for which the permit is issued as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning and any other permanent equipment. 2. MEP fees included in permit fee. 3. Plan review fee per building is required at time of application submittal and is non-refundable.		
22.00	Misc. Building Permit		
	Moving of Buildings in/out of City	\$300	
	Construction trailer/Sales Trailer, includes MEP	\$200	
	Pre-manufactured Structure/Industrialized Building, includes MEP	\$300	
	In-ground swimming pool, includes MEP	\$300	
	Pre-fabricated above ground swimming pools, spas, and portable hot tubs, includes MEP	\$100	
	Standalone Fence	\$50	
	Standalone Screening Walls and retaining walls	\$100/lot	
	Standalone Drive approach	\$180	
	Demolition	\$100	
	Certificate of Occupancy	\$75	
	Roof Replacement	\$75	
	Miscellaneous permit fees (not listed elsewhere)	\$75	
23.00	Electrical Permit	\$100	
24.00	Plumbing Permit	\$100	
25.00	Irrigation Permit	\$100	
26.00	Propane Gas Permit	\$95	
27.00	Mechanical Permit	\$100	
28.00	Oil and Gas Permit	At cost to City	Requires Petroleum Engineer

29.00	Miscellaneous Fees		
	Garage Sale	\$5	
	Inspection outside of normal business hours (in addition)	\$50 per hour	Minimum charge of two hours
	Inspections for which no fee is specifically indicated	\$75 per hour	Minimum charge of one hour
	Re-inspection (atypical)	\$100 each	
	Additional plan review required by changes, additions or revisions to scope of work submitted or approved plans	\$100 per hour	Minimum charge of one hour
	Work commencing before permit issuance	100% of original permit fee in addition to regular permit fee	
	Code Administration / Lien Processing	\$200	

Section Planning, Zoning, Platting, and Public Improvements

Schedule #	Description	Fee	Fee Notes
31. (a)	Public Improvement Development Inspection Performed by City's Third-Party Inspector	\$180.00	\$180 Flat City Fee + 3 rd Party Actual Costs
	Inspection Fee by In-house City Personnel -- Residential	\$330.00	\$330 per Residential Lot
	Inspection Fee by In-house City Personnel -- Commercial	\$400.00	\$400 per Commercial Acre
	Inspection Fee by In-house City Personnel -- Commercial	\$400.00	
	Re-Inspection Fee by City Personnel	\$120.00	\$120 per Hour
31 (b)	Engineering Review	\$600.00	\$600 Flat City Fee + Actual 3 rd Party Costs
31 (c)	Drive Approach -- Up to 12 ft (width)	\$180.00	\$180 Flat Fee- per Drive Approach (regardless of width)
	Drive Approach -- 12 ft 1 in-24 ft (width)	\$180.00	
	Drive Approach -- 24 ft 1 in and above (width)	\$180.00	
31 (d)	Standalone Sidewalks (per linear foot) (length – straight line)	\$0.51	
31 (e)	Standalone Curb and Gutter (per linear foot)	\$0.51	
31 (f)	Parking Lot (<=50 Spaces)	\$250.00	\$250 per Parking Space (<50 spaces) +Actual 3 rd party costs
31 (f)	Parking Lot (>50 Spaces)	\$250.00	\$250 per first 50 spaces + \$5/space thereafter + 3 rd party costs
31 (g)	Right-of-Way (No fee for franchise or their subs)	\$70.00	\$70 Flat Fee
	Grading Fill or Excavation		
32	50 cubic yards or less to 10,000 cubic yards	\$110.00	\$110 flat fee up to 1,000 CY

	1,001-10,000 cubic yards	\$250.00	\$\$250 for first 1,000 CY + \$0.10/additional CY
	10,001+ cubic years	\$570.00	\$570 for first 10,000 CY + \$0.04/additional CY
	Flood Plain Development		
37	Permit Application Fee	\$320.00	Does not include City Engineer Review Fee
	Planning and Zoning		
38.00.a.1	The filing, processing, and review fee for straight rezoning of each single or contiguous piece of property is: (area of application)	\$590.00 + acreage fee	
38.00.a.2	The filing, processing, and review fee for straight rezoning of each single or contiguous piece of property is: (area of application)	\$590.00 + acreage fee	
38.00.c	The filing, processing, and review fee for Specific Use Permit Application of each single or contiguous piece of property is: (area of application)	\$590.00 + acreage fee	
38.00.a.3	Acreage fee per acre (applies to 38.00.a.1, 38.00.a.2, & 38.00.c)	\$40.00	
38.00.b	Request to the Zoning Board of Adjustment (ie variance, special exception, etc.)	\$200.00	
38.00.d.1	Vacation of Right-of-way, Street, Alley, or Easement	\$200.00	
38.00.d.2	Engineering Review Pass Through Fee	\$5,000 initial deposit into escrow & replenished when balance is less than \$500	Requires Escrow Agreement
38.00.d.3	ETJ Release Processing Fee	\$1,000.00	
	Plat Fees		
39 (a)	Preliminary Plats	\$70.00 per lot	+ completeness determination & plat review fee
39 (b)	Final Plats	\$70.00 per lot	+ completeness determination & plat review fee
39 (c)	Replats	\$60.00 per lot	+ completeness determination & plat review fee
	Minor Plat	\$50.00 per lot	+ completeness determination & plat review fee
	Amending Plat	\$40.00 per lot	+ completeness determination & plat review fee
39 (d)	Completeness determination fee for plat applications	\$100.00	
39 (e)	Plat Review Fee	\$250.00	\$250 per page
39 (f)	County Recording Fee	at Cost	Check to the Order of Johnson County Clerk

FIRE 1



Fire				
#	Description			
40.00	Public Fireworks Display			
	Permit Fee			
41.00	Burn Permit			
	Burn Permit			
44.00	Fire Services			
44.00.a	Fire Inspection Fees:			
44.00.a.1	Less than 5,000 sq ft			
44.00.a.2	5,000-10,000 sq ft			
44.00.a.3	10,001-25,000 sq ft			
44.00.a.4	25,001-50,000 sq ft			
44.00.a.5	50,001-75,000 sq ft			
44.00.a.6	75,001-100,000 sq ft			
44.00.a.7	greater than 100,000 sq ft			
44.00.a.8	Multiple Story Charge			
	Construction Permits			
Change	Automatic Fire-extinguishing Systems, 1 to 20 heads			
Change	Automatic Fire-extinguishing Systems, 21 to 250 heads			
Change	Automatic Fire-extinguishing Systems, 251 to 500 heads			
Change	Automatic Fire-extinguishing Systems >500+ \$.50/head additional			
Change	Automatic Fire-extinguishing Systems (Commercial Cooking)			

		Fee		

	\$100.00	
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	\$100.00	
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	\$50.00	
	\$70.00	
	\$115.00	
	\$170.00	
	\$270.00	
	\$300.00	
	\$300 + \$60 per 50k sq ft	
	\$20.00	

	\$100.00	
	\$180.00	
	\$275.00	
	\$275 + \$0.35 per head	
	\$150.00	

FIRE 2



Fire	
#	Description
	Construction Permits
New	Battery systems
New	Capacitor storage systems
New	Compressed gases
New	Cryogenic fluids
New	Emergency responder radio coverage systems
New	Fire alarm/detection systems and related equipment 1 to 10 devices
New	Fire alarm/detection systems and related equipment 11 to 25 devices
New	Fire alarm/detection systems and related equipment 26 to 150 devices
New	Fire alarm/detection systems and related equipment 151 to 500 devices
New	Fire alarm/detection systems and related equipment >500 + \$.50/device additional
New	Fire pumps and related equipment
New	Flammable and combustible liquids - Storage/Dispensing
New	Fuel cell power systems
New	Gas detection systems
New	Gates and barricades across fire apparatus access roads
New	Hazardous materials
New	High piled combustible storage
New	Industrial ovens.
New	LP-gas -Storage

	Fee		
	\$150.00		
	\$150.00		
	\$100.00		
	\$100.00		
	\$150.00		
	\$100.00		
	\$150.00		
	\$210.00		
	\$275.00		
	\$275 + \$0.35 per device		
	\$100.00		
	\$100.00		
	\$100.00		
	\$100.00		
	\$100.00		
	\$150.00		
	\$130.00		
	\$100.00		
	\$100.00		

FIRE 3



Fire	
#	Description
	Construction Permits
New	Motor vehicle repair room and booths
New	Plants extraction systems
New	Private fire hydrants
New	Smoke control or smoke exhaust systems
New	Solar voltaic power systems
New	Special event structures
New	Spraying or dipping - Building/Booths
New	Standpipe systems
	Temporary membrane structures and tents
	Operational Permits
New	Aerosol products
New	Amusement buildings
New	Aviation Facilities
New	Carnivals and Fairs
New	Cellulose nitrate film
New	Combustible dust producing operations
New	Combustible fibers
New	Compressed gasses
New	Covered and open mall buildings
New	Cryogenic fluids
New	Cutting and welding
New	Dry cleaning
New	Exhibits and trade shows

	Fee		
	\$100.00		
	\$150.00		
	\$150.00		
	\$100.00		
	\$150.00		
	\$100.00		
	\$150.00		
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	\$100.00		
	\$100.00		
	\$100.00		
	\$100.00		

FIRE 4



Fire				
#	Description			
	Operational Permits			
New	Explosives. (Non-Fireworks)			
New	Flammable and combustible liquids			
New	Floor finishing			
New	Fruit and crop ripening			
New	Fumigation and insecticidal fogging			
New	Hazardous materials			
New	HPM facilities			
New	High-piled storage facilities			
New	Industrial Ovens			
New	Lumber yards and woodworking plants			
New	Liquid or gas fuel-fired vehicles or equipment in Assembly buildings			
New	LP Gas			
New	Magnesium			
New	Miscellaneous combustible storage			
New	Mobile food preparation vehicles			
New	Motor fuel dispensing facilities			
New	Open flames, candles, and torches			
New	Organic coating			
New	Outdoor assembly event			
New	Places of Assembly			
New	Plant extraction systems			
New	Pyrotechnic special effects material			
New	Pyroxylin plastics			

		Fee		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
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		\$100.00		
		\$100.00		



FIRE 5



Fire				
#	Description			
	Operational Permits			
New	Refrigeration equipment			
New	Repair garages and motor fuel dispensing facilities			
New	Rooftop heliports			
New	Spraying or dipping			
New	Storage of scrap tires and tire byproducts			
New	Temporary membrane structures and tents			
New	Tire rebuilding plants			
New	Waste handling			
New	Wood Products			
New	Multi-Family Dwellings (4 or more units)			
New	Public Schools, K thru 12			
New	All other schools.... See inspection rate			
New	Licensed Day Care Centers			
New	Foster Homes			
New	Licensed Hospital, Nursing Homes, and other 24-hr facilities			

		Fee		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
		\$100.00		
		\$65.00		
		\$50.00		
		NA		
		\$100.00		
		\$50.00		
		\$50.00		

LIBRARY 1



Library	
#	Description
45.00	Library Services
45.00.a	Non-Resident Library Card
45.00.a.1	City employee, library volunteer, AISD student or teacher
45.00.a.3	Individual , membership fee (per year)
45.00.a.4	Family, membership fee (per year)
45.00.b	Library or Computer Card Replacement
45.00.b.1	1st replacement
45.00.b.2	2nd and subsequent replacements
45.00.c	Fines for Overdue Material
45.00.c.1	All materials
45.00.d	Lost or Completely Damaged Materials
45.00.e	Other Damaged Materials
45.00.e.1	Book pocket
45.00.e.2	Date card
45.00.e.3	Protective book cover
45.00.e.4	Protective plastic DVD/CD case
45.00.g	Computer Printing

	Fee
	\$0.00
	\$10.00
	\$15.00
	\$1.50
	\$1.50
	\$0.25
	actual cost
	\$1.25
	\$1.25
	\$4.50
	\$2.75
	\$0.10

LIBRARY 2



Library	
#	Description
	Color computer prints (flyers,brochures,etc.)
	8-1/2 X 11
	8-1/2 X 14
45.00.h	Photocopies
45.00.h.1	8-1/2 X 11
45.00.h.2	8-1/2 X 14
45.00.h.3	10 X 17
45.00.j	Fascimile Policy (Incoming or Outgoing pages)
45.00.j.1	First Page
45.00.j.2	Addl. pages (each)
45.00.k	Facility Rental
45.00.k.1	Non-profit organizations
45.00.k.2	Conference room
45.00.k.3	Conference room
45.00.k.4	Cleaning Deposit

	Fee
	\$0.25
	\$0.35
	\$0.10
	\$0.15
	\$0.20
	\$1.00
	\$0.15
	\$0.00
	\$15.00
	\$80.00
	\$25.00

OTHER FEES



Police	
#	Description
42.00	Impoundment Fees-Abandoned Motor Vehicles and Other Property
42.00.a	Vehicles and vehicle parts
42.00.b	Large items requiring outdoor storage
42.00.c	Large items requiring indoor storage
42.00.d	All other items
48.00	Towing Fees
	All charges will be billed per Johnson County Interlocal Agreement Police/EMS Dispatching Services.
49.00	Alarm Permits
49.00.1	Alarm Permit -- Commercial
49.00.1	Alarm Permit -- Residential
49.00.2	False Alarm Response Fee (within a calendar year)
50.00	Careflite Optional Enrollment Membership Program
	Membership cost

Parks	
#	Description
43.00	Parkway Park Pavilion Rental Fees
43.00.a	City Residents
43.00.b	Non-Residents
	Refundable Deposit

	Fee

	\$10.00
	\$10.00
	\$15.00
	\$5.00

	third party cost
--	------------------

	\$100.00
	\$0.00
	\$50.00

	\$1.00
--	--------

	Fee

	\$10.00
	\$15.00
	\$30.00



City Council Meeting Management Report

Meeting Date: December 16, 2024

Contact: Beth A. Walls, Director of Human Resources

AGENDA ITEM:

Consideration and action to approve Ordinance 2024-0026, adopting and enacting a new Code of Ordinances effective as of 06/17/2024.

BACKGROUND AND FINDINGS:

On April 17, 2023, the City Council approved an agreement with General Code to update the City's Code of Ordinances, which had not been done since 2008.

Since then, department heads have worked with the City Secretary's office to review the current code and make recommendations for necessary changes. This Ordinance is the final step in getting the new version of the code adopted.

FINANCIAL IMPACT:

None

MANAGEMENT REVIEW:

Paul DeBuff

ATTACHMENTS:

Ordinance No. 2024-0026

ORDINANCE NO. 2024-0026

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, ADOPTING AND ENACTING A NEW CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF NOT EXCEEDING \$500 GENERALLY OR NOT EXCEEDING \$2,000 FOR VIOLATIONS RELATING TO FIRE SAFETY, ZONING OR PUBLIC HEALTH AND SANITATION OR NOT EXCEEDING \$4,000 FOR VIOLATIONS RELATING TO DUMPING OF REFUSE; PROVIDING FOR THE AMENDMENT OF SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

SECTION 1.

The Code of Ordinances of the City of Alvarado, Texas, consisting of Chapters 1 through 42, each inclusive, is hereby adopted and enacted which shall supersede all other general and permanent ordinances of the City passed on or before June 17, 2024.

SECTION 2.

All ordinances of a general and permanent nature enacted on or before June 17, 2024, and not included in the Code or recognized and continued in force by reference therein, are repealed.

SECTION 3.

The codification consists of all ordinances as codified therein and as may be revised pursuant to the ordinance codification process.

SECTION 4.

The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

SECTION 5.

Unless a differing penalty is expressly provided for within the Code, every person convicted of a general violation of any provision of the Code or any rule, ordinance, or police regulation of the City shall be punished by a fine not to exceed \$2,000.00 for violations of all such rules, ordinances and police regulations that govern fire safety, zoning, or public health and sanitation, not to exceed \$4,000.00 for violations of all such rules, ordinances and police regulations that govern the dumping of refuse, and not exceeding \$500.00 for all other violations.

Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

SECTION 6.

Additions or amendments to the Code when passed in such form as to indicate the intention of the City Council to make same a part of the Code shall be deemed to be incorporated into the Code, so that reference to the Code includes the additions and amendments.

SECTION 7.

Ordinances adopted after June 17, 2024, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

SECTION 8.

This ordinance and the Code adopted hereby shall become effective upon final passage of this ordinance.

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

APPROVED:

Jacob Wheat, Mayor

ATTEST:

Beth A. Walls, City Secretary/HRD

APPROVED AS TO FORM:

City Attorney