City Council Meeting Agenda

Monday, November 9, 2026 6:30 PM Van Alstyne City Hall, 152 N Main Drive

- *Persons with disabilities who plan to attend this meeting and who may need assistance should contact Susan Coffer at (903)482-5426 at least 48 hours prior to the meeting so that appropriate arrangements can be made. All persons attending shall abide by the City of Van Alstyne Public Meeting Rules of Citizen and Visitor Decorum adopted by Resolution No. 02-2010-01.*

I. CALL TO ORDER

II. INVOCATION & PLEDGES OF ALLEGIANCE (U.S. & TEXAS)

III. PUBLIC TESTIMONY

*Members of the public who wish to address the City Council may do so and will be limited to three minutes for their remarks. To be recognized, a "Request to Address Council" form must be submitted to, and received by, the City Secretary no later than the conclusion of Agenda Item 1 (Call to Order). Using the link above, you may download, complete and email to scoffer@cityofvanalstyne.us no later than **4:00PM the day of the meeting.***

IV. PUBLIC HEARINGS

A "Public Comment Form" is not necessary when speaking for or against a Public Hearing item.

A. Conduct a Public Hearing, consider, and act on an ordinance amending the City of Van Alstyne's Code of Ordinance, Section 46-201. - Planning and zoning commission, generally regarding organization, appointment, and membership of the Commission.

1. Presentation
2. Public Hearing
3. Consider and act upon

Item Detail and Description PandZ Section 46-201 11.09.2026
ORD XXX Sec 46-201 PandZ Commission 11.09.2026
CURRENT Sec._46_201.___Planning_and_zoning_commission
(PROPOSED CLEAN) Sec. 46-201 - Planning and Zoning Commission (redline)

V. CONSENT AGENDA

Items are considered non-controversial or housekeeping items and will be enacted with one motion unless a separate discussion of an item is requested by one or more members of the governing body.

A. Approve minutes from the October 13, 2026, regular city council meeting.

City Council - Oct 13 2026 - Minutes - Pdf

B. Ratify approval of the Van Alstyne Public Library submitting a grant application to the Texas State Library and Archives Commission (TSLAC) to strengthen early childhood learning and support parents as their children's first teachers.

Item Detail & Description Lone Tree Library TSLAC Family Place Grant App 11.09.2026
RES 11-2026-XX TSLAC Grant Library 11.09.2026

C. Approve an amendment to Section 2-183 "City Fee Schedule Adopted" of the City's Code of Ordinances by replacing the Utility Fees portion of the City's Fee Schedule specifically updating the Water Meter Fee for new water meters and subsequent installation, Bulk Meter Fees and Tamper Fees; adopt the accompanying ordinance.

Item Detail Description Utility Fee Schedule 11.09.2026
ORD XXX Utility Fee Schedules 11.09.2026
Exhibit A Fee Schedule Utilities 11.09.2026

D. Approve an amendment to Section 2-183 "City Fee Schedule Adopted" of the City's Code of Ordinances by adding fees to the Library Fees portion of the City's Fee Schedule by specifically adding printing fees for two Bambu Lab A1 Mini 3D printers and a large format printer; adopt the accompanying ordinance.

Item Detail Description Library Fee Schedule 11.09.2026
ORD XXX Library Fee Schedule 11.09.2026
Exhibit A Fee Schedule Library 11.09.2026

E. Adopt a resolution accepting a 20-foot drainage easement of 0.013 acres of land from Wattman Holdings, LLC, in the City of Van Alstyne, TX.

Item Detail and Description Lone Tree 20ft drainage easement 11.09.2026
RES 11-2026-XX 20 Ft Drainage Easement .013 Ac Wattman Holdings 11.09.2026
20-Foot Drainage Easement Agreement

F. Adopt a resolution accepting a sanitary sewer easement of 1.803 acres of land in the Lone Tree Development from Wattman Holdings, LLC, in the City of Van Alstyne, TX.

Item Detail and Description Lone Tree 50ft sanitary sewer easement 11.09.2026
RES 11-2026-XX 50-Ft Sanitary Sewer 1.803 Ac Wattman Holdings 11.09.2026
50-Foot Sanitary Sewer Easement Agreement

VI. INDIVIDUAL CONSIDERATION ITEMS

A. Approve an ordinance appointing members to the Planning & Zoning Commission.

Item Detail and Description PandZ Appointments11.09.2026
ORD XXX Sec 46-201 PandZ Commission 11.09.2026

B. Consider/discuss/act on removal of Van Alstyne Community Development Corporation Board Member John Snook and appointment to fill vacancy, if created; adopt the accompanying resolution.

Item Detail and Description CDC Appointment 11.09.2026
RES 09-2026-XX VACDC Appointment 11.09.2026

C. Consider/discuss/act on adoption of a resolution determining a public necessity to acquire a sanitary sewer line easement of .783 acres, with a temporary construction easement, from property owned by US75VA Investments, LLC, in the City of Van Alstyne, Grayson County, Texas, for The Landing at Van Alstyne Offsite Sanitary Sewer Line project, and take all steps necessary to acquire the needed property in compliance with all applicable laws.

RES 11-2026-XX Sanitary Sewer .783 Ac US75VA Investments LLC 11.09.2026

VII. CITY MANAGER REPORT

Why Doesn't Van Alstyne Have a Grocery Store?

Library
Marketing and Media
Museum
Parks & Recreation
Police & Fire

VIII. MAYOR & COUNCIL CLOSING COMMENTS

IX. EXECUTIVE SESSION

In accordance with Texas Local Government Code Chapter 551 (Open Meetings Act), the City Council may meet in a closed Executive Session pursuant to applicable laws.

A. Sec. 551.072. REAL PROPERTY DELIBERATIONS

1. To deliberate the purchase, exchange, lease, or value of real property when open discussion would have a detrimental effect on the City's position in negotiations with one or more third parties.

X. NECESSARY OR APPROPRIATE ACTION AS A RESULT OF EXECUTIVE SESSION

XI. ADJOURNMENT

_____

I, the undersigned authority, do hereby certify that this meeting notice was posted at Van Alstyne City Hall, located at 144 N. Main Dr., Van Alstyne, TX 75495, a place convenient and readily accessible to the general public at all times, and said notice remained so posted continuously in accordance with Texas Government Code Ch. 551

_____

Susan Coffer, City Secretary

If during the course of the meeting covered by this notice, Council should determine that a closed or executive meeting or session or a consultation with the attorney for Council should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by Council at the date, hour and place given in this notice as the Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act.

Item Detail & Description

From:	Alex Glushko	Department:	Development Services
Approved By City Manager	☑ YES ☐ NO	Date approved by CM:	
Meeting Date Requested:	11/9/2026		
Agenda Section:	Public Hearing w/Vote		

Agenda Item (This title is what will appear on the agenda. Please be clear)

Conduct a public hearing to consider/discuss/act on approving an amendment to the city's Code of Ordinances Section 46-201 "Planning and zoning commission", changing the two alternate members to place members, correcting the member term limit from two to three years in the Membership section, allowing all members to reside within the Van Alstyne Independent School District, adjusting the staggered terms, correcting the officer election timeframe to the first October meeting every year and changing the quorum count from three to four; adopt the accompanying ordinance.

Description of Agenda Item The intent of this section is to summarize the agenda item to include why you are requesting this, what are the alternatives (if any), and what are the implications if it is not approved.

This is a staff-initiated request to amend Section 46-201 to bring the Planning & Zoning Commission's membership structure and eligibility requirements in line with other City boards and commissions. The amendment would remove the two (2) alternate positions and set the Commission at seven (7) regular members. Every appointee would then hold full voting status at each meeting.

The amendment would also replace the extraterritorial jurisdiction (ETJ) residency standard with a requirement that members live within the city limits or within the boundaries of the Van Alstyne Independent School District. Since 2023, state law has let landowners leave a city's ETJ by petition, and the City cannot block those removals. As a result, the ETJ boundary can shift over time without any action by the City. A resident who qualifies at appointment could lose eligibility partway through a term because of a decision made by someone else. The VAISD boundary is more stable and easier to understand.

The proposed ordinance (redlined) is attached and the Planning & Zoning Commission's recommendation is listed below. Although the Commission discussed term limits, they acknowledged the Council's ability to appoint new members from time to time as needed, in lieu of term limits. As noted below, the Commission did recommend three (3) year terms; however, that recommendation was intended to clean up an administrative error/contradiction in the existing ordinance. Additional administrative clean up items have been incorporated as well.

As an associated item, also on the November 9, 2026, Council Agenda, is a resolution to appoint members to the Planning & Zoning Commission, should this amendment be approved.

152 N. MAIN DRIVE | P.O. BOX 247 | VAN ALSTYNE, TEXAS 75495 | P: 903.482.5426 | F: 903.482.5122

Alex Glushko 11/9/2026

Agenda Item

Conduct a public hearing to consider/discuss/act on approving an amendment to the city's Code of Ordinances Section 46-201 "Planning and zoning commission", changing the two alternate members to place members, correcting the member term limit from two to three years in the Membership section, allowing all members to reside within the Van Alstyne Independent School District, adjusting the staggered terms, correcting the officer election timeframe to the first October meeting every year and changing the quorum count from three to four; adopt the accompanying ordinance.

Budget Impact

Legal Obligations and Review Required ☐YES ☒NO **Date sent to attorney for review**

Explain

List of Attached Documents

Recommend: ☒Approval ☐Disapproval ☐Approval Subject to the Following Conditions:

Notes to City Administration

At their October 20, 2026, meeting the Planning & Zoning Commission recommended approval of the amendment, as follows:

The P&Z commission shall be composed of seven (7) regular members that live within the Van Alstyne ISD zoning boundaries;
Members shall be appointed to serve three (3) year terms;
A quorum shall consist of four members; and
When considering membership, living within the City of Van Alstyne will be given significant weight.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, GRAYSON & COLLIN COUNTIES, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 46 "ZONING", ARTICLE IV "ADMINISTRATION", SECTION 46-201 "PLANNING AND ZONING COMMISSION" BY CHANGIN THE TWO ALTERNATE MEMBERS TO PLACE MEMBERS, CORRECTING THE MEMBER TERM LIMIT FROM TWO TO THREE YEARS IN 46-201(A)(1) "MEMBERSHIP", ALLOWING ALL MEMBERS TO RESIDE WITHIN THE VAN ALSTYNE INDEPENDENT SCHOOL DISTRICT, ADJUSTING THE STAGGERED TERMS, CORRECTING THE OFFICER ELECTION TIMEFRAME TO THE FIRST OCTOBER MEETING EVERY YEAR AND CHANGING THE QUORUM COUNT FROM THREE TO FOUR; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Van Alstyne ("City") is a Home Rule Municipality located in Grayson and Collin Counties and created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council has considered the proposed amendment and feels it is in the best interest of the citizens of the City to effect these changes.

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

SECTION 1. The findings recited above are incorporated as if fully set forth in the body of this Ordinance.

SECTION 2. The City's Code of Ordinances Section 46-201 "Planning and Zoning Commission" is hereby amended as follows, with deletions being struck through, additions being underlined, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby ratified and affirmed:

"Sec. 46-201. Planning and zoning commission

(a) *Organization and appointment.* There is hereby created a planning and zoning commission which shall be organized, appointed, and function as follows:

(1) *Membership.* The planning and zoning commission shall consist of ~~five~~ seven members ~~and up to two alternate members~~ who ~~are residents of the city or its extraterritorial jurisdiction, except that a maximum of one member and one alternate member may reside outside of the city limits and outside of the extraterritorial jurisdiction of the city but~~ must reside within the geographic boundary of the Van Alstyne Independent School District. Each member ~~and each alternate member~~ shall be appointed by the city council for a term of ~~two~~ three years and may be removed by the city council at any time without cause. Appointees ~~(both members and alternate members)~~ shall fill positions which shall be designated by place numbers (e.g., place 1, place 2, ~~alternate 1, alternate 2~~ etc.). Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made. When considering membership, residing within the City of Van Alstyne will be given significant weight.~~The two alternate members of the planning and zoning commission shall serve in the absence of one or more of the regular members when requested to do so by the chairman of the planning and zoning commission. In the event that only one alternate member is needed to serve during a meeting, alternate member 1 shall be asked to~~

~~serve first. If alternate member 1 is not available or declines, then alternate member 2 will be asked to serve for that meeting.~~

(2) *Terms.* ~~The terms of members filling places 1 and 3, shall expire September 30 every third year commencing in 2023, members filling places 2 and 4, shall expire September 30 every third year commencing in 2024, and members filling place 5 and alternate places 1 and 2, shall expire September 30 every third year commencing in 2022.~~ Commissioners will serve three-year staggered terms with Places 1 and 3 appointed in 2026, Places 2 and 4 appointed in 2024, and Places 5, 6 (formerly Alternate 1) and 7 (formerly Alternate 2) appointed in 2025. Commissioners may be appointed for any number of terms by the city council. ~~Newly appointed members and alternate members shall be installed at the first regular commission meeting after their appointment~~.

(3) *Organization.* ~~The commission shall hold an organizational meeting in July of each year.~~ The commission shall meet regularly and shall designate the time and place of its meetings. The commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this chapter, city requirements and the requirements of law. The planning and zoning commission shall, at its first meeting in October of each year, elect a chairman and a vice chairman from its own membership ~~at its annual organizational meeting~~. The vice chairman shall serve as chairman in the event that the chairman is absent.

(4) *Quorum and compensation.* A quorum for the conduct of business shall consist of ~~three~~ four members ~~or alternate members~~ of the commission. The members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties."

SECTION 3. This ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. If any section, subsection, paragraph, sentence, phrase or clause of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 5. Any reference in this Ordinance to state law or a state statute refers to that law or statute as it presently exists or may subsequently be amended.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 9TH DAY OF NOVEMBER 2026.

APPROVED**:** ATTEST**:**

Jim Atchison, Mayor **Susan Coffer, City Secretary**

Sec. 46-201. Planning and zoning commission

(a) *Organization and appointment.* There is hereby created a planning and zoning commission which shall be organized, appointed, and function as follows:

(1) *Membership.* The planning and zoning commission shall consist of five members and up to two alternate members who are residents of the city or its extraterritorial jurisdiction, except that a maximum of one member and one alternate member may reside outside of the city limits and outside of the extraterritorial jurisdiction of the city but must reside within the geographic boundary of the Van Alstyne Independent School District. Each member and each alternate member shall be appointed by the city council for a term of two years and may be removed by the city council at any time without cause. Appointees (both members and alternate members) shall fill positions which shall be designated by place numbers (e.g., place 1, place 2, alternate 1, alternate 2 etc.). Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made. The two alternate members of the planning and zoning commission shall serve in the absence of one or more of the regular members when requested to do so by the chairman of the planning and zoning commission. In the event that only one alternate member is needed to serve during a meeting, alternate member 1 shall be asked to serve first. If alternate member 1 is not available or declines, then alternate member 2 will be asked to serve for that meeting.

(2) *Terms.* The terms of members filling places 1 and 3, shall expire September 30 every third year commencing in 2023, members filling places 2 and 4, shall expire September 30 every third year commencing in 2024, and members filling place 5 and alternate places 1 and 2, shall expire September 30 every third year commencing in 2022. Commissioners may be appointed for any number of terms by the city council. Newly appointed members and alternate members shall be installed at the first regular commission meeting after their appointment.

(3) *Organization.* The commission shall hold an organizational meeting in July of each year. The commission shall meet regularly and shall designate the time and place of its meetings. The commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this chapter and the requirements of law. The planning and zoning commission shall elect a chairman and a vice chairman from its own membership at its annual organizational meeting. The vice chairman shall serve as chairman in the event that the chairman is absent.

(4) *Quorum and compensation.* A quorum for the conduct of business shall consist of three members or alternate members of the commission. The members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

(b) *Duties and authority.* The planning and zoning commission is hereby charged with the duty and invested with the authority to:

(1) Formulate and recommend to the city council for its adoption a city plan for the orderly growth and development of the city and its environs and annually recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety, and general welfare of the citizens of the city.

(2) Formulate a zoning plan as may be deemed best to carry out the goals of the city plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of city zoning regulations and districts as authorized under state law.

(3) Exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as authorized under state law.

(4) Study and recommend the location, extension, and planning of public rights-of-way, parks, or other public places, and on the vacating or closing of same.

(5) Study and make recommendations regarding the general design and location of public buildings, bridges, viaducts, street fixtures, and other structures and appurtenances.

(6) Initiate, in the name of the city, proposals for the opening, vacating, or closing of public rights-of-way, parks, or other public places and for the change of zoning district boundaries on an area-wide basis.

(7) Formulate and recommend to the city council for its adoption policies and regulations consistent with the adopted city plan governing the location or operation of utilities, public facilities, and services owned or under the control of the city.

(8) Submit each June a progress report to the city council summarizing its activities for the past year and a proposed work program for the coming year.

(Ord. No.907, § 3, 6-8-2021;Ord. No. 951, § 3, 6-14-2022)

Sec. 46-201. Planning and zoning commission

(a) *Organization and appointment.* There is hereby created a planning and zoning commission which shall be organized, appointed, and function as follows:

(1) *Membership.* The planning and zoning commission shall consist of seven members who must reside within the geographic boundary of the Van Alstyne Independent School District. Each member shall be appointed by the city council for a term of three years and may be removed by the city council at any time without cause. Appointees shall fill positions which shall be designated by place numbers (e.g., place 1, place 2, etc.). Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made. When considering membership, living within the city of Van Alstyne will be given significant weight.

(2) *Terms.* Commissioners will serve three-year staggered terms with Places 1 and 3 appointed in 2026, Places 2 and 4 appointed in 2024, and Places 5, 6 (formerly Alternate 1) and 7 (formerly Alternate 2) appointed in 2025. Commissioners may be appointed for any number of terms by the city council.

(3) *Organization.* The commission shall meet regularly and shall designate the time and place of its meetings. The commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this chapter, city requirements and the requirements of law. The planning and zoning commission shall, at its first meeting in October of each year, elect a chairman and a vice chairman from its own membership. The vice chairman shall serve as chairman in the event that the chairman is absent.

(4) *Quorum and compensation.* A quorum for the conduct of business shall consist of four members of the commission. The members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

(b) *Duties and authority.* The planning and zoning commission is hereby charged with the duty and invested with the authority to:

(1) Formulate and recommend to the city council for its adoption a city plan for the orderly growth and development of the city and its environs and annually recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety, and general welfare of the citizens of the city.

(2) Formulate a zoning plan as may be deemed best to carry out the goals of the city plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of city zoning regulations and districts as authorized under state law.

(3) Exercise all powers of a commission as to approval or disapproval of plans, plats, or replats as authorized under state law.

(4) Study and recommend the location, extension, and planning of public rights-of-way, parks, or other public places, and on the vacating or closing of same.

(5) Study and make recommendations regarding the general design and location of public buildings, bridges, viaducts, street fixtures, and other structures and appurtenances.

(6) Initiate, in the name of the city, proposals for the opening, vacating, or closing of public rights-of-way, parks, or other public places and for the change of zoning district boundaries on an area-wide basis.

(7) Formulate and recommend to the city council for its adoption policies and regulations consistent with the adopted city plan governing the location or operation of utilities, public facilities, and services owned or under the control of the city.

(8) Submit each June a progress report to the city council summarizing its activities for the past year and a proposed work program for the coming year.

(Ord. No.907, § 3, 6-8-2021;Ord. No. 951, § 3, 6-14-2022)

City Council
Meeting Minutes

Tuesday, October 13, 2026 6:30 PM Van Alstyne City Hall, 152 N Main Drive

Members present: Jim Atchison, Lee Thomas, Ryan Neal, Dusty Williams, Katrina Arsenault, and Zach Williams

Members absent: Marla Butler

I. CALL TO ORDER

Mayor Atchison called the meeting to order at 6:30 PM. CM Thomas arrive at 6:38 PM.

II. INVOCATION & PLEDGES OF ALLEGIANCE (U.S. & TEXAS)

III. PUBLIC TESTIMONY

IV. PUBLIC HEARINGS

A. Conduct a Public Hearing to hear testimony and consider/discuss/act upon proposed assessments to be levied within Phase #1 of the Lone Tree Public Improvement District.

1. Accept and approve a Service and Assessment Plan and Assessment Roll for Phase #1 of Lone Tree Public Improvement District; make a finding of special benefit to the property in the District; levy special assessments against property within Phase #1 of the District and establish a lien on such property; provide for the method of assessment and the payment of the assessments in accordance with Chapter 372, Texas Local Government Code, as amended, provide penalties and interest on delinquent assessments; adopt accompanying Ordinance 2050. (SS)

2. Authorize the issuance of the "City of Van Alstyne, Texas, Special Assessment Revenue Bonds, Series 2026 (Lone Tree Public Improvement District Phase #1 Project)"; approve and authorize an Indenture of Trust, a Bond Purchase Agreement, a Limited Offering Memorandum, a Continuing Disclosure Agreement and other agreements and documents in connection therewith; make finding with respect to the issuance of such Bonds; adopt accompanying Ordinance 2051. (SS)

(a.) Presentation
(b.) Public Hearing for Item 1.
(c.) Consider and act upon Item 1.
(d.) Consider and act upon Item 2. (This item does not require a public hearing but is required to be considered/adopted immediately after Item 1).

Public Hearing opened at 6:41 PM, closed at 6:42 PM.

Ryan Neal made a motion to adopt Ordinance 2050; Zach Williams seconded the motion. Motion Carried 6 - 0

Jim Atchison *For*

Lee Thomas	*For*
Ryan Neal	*For*
Marla Butler	*Absent*
Dusty Williams	*For*
Katrina Arsenault	*For*
Zach Williams	*For*

Ryan Neal made a motion to adopt Ordinance 2051; Zach Williams seconded the motion. Motion Carried 6 - 0

Jim Atchison	*For*
Lee Thomas	*For*
Ryan Neal	*For*
Marla Butler	*Absent*
Dusty Williams	*For*
Katrina Arsenault	*For*
Zach Williams	*For*

V. CONSENT AGENDA

A. Approve minutes from the September 8, 2026, regular city council meeting.

B. Review and accept the Quarterly Investment Report for Fiscal Year 4th Quarter 26 (SS)

C. Acknowledging receipt of nine petitions for release from Van Alstyne's Extra-Territorial Jurisdiction (ETJ), in accordance with Texas Local Government Code 42.105; adopt accompanying Ordinance 2052 . (SC)

D. Approve amending the City Code of Ordinances adding a reserved section to Chapter 2 and an Article VII "Official Newspaper" naming the Herald Democrat as the newspaper to be used for official legal notices for the City; adopt accompanying Ordinance 2053. (SC)

E. Approve a library services contract covering the period October 1, 2026, through September 30, 2027, with Grayson County, TX, to provide library cards and free library services to County residents in consideration of an annual payment of $5,000,being defined as an individual resident of Grayson County residing within the unincorporated areas of Grayson County or residing within a town or village of Grayson County that does not have an existing public library, to the same extent and with the same privileges and responsibilities as are provided to City residents; authorize the City Manager to execute all necessary documents; adopt accompanying Resolution 09-2026-01. (JG)

F. Accept an Investment Policy for the City of Van Alstyne as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code ("PFIA"); declare that the government body completed its review of the investment policy and investment strategy; adopt accompanying Resolution 09-2026-02. (SS)

G. Approve Public Management, Inc. as the grant administrator to assist the City with a Fiscal Year 2028 Community Development Block Grant application and grant, if funded, for utility and street enhancements; adopt accompanying Resolution 09-2026-03. (SS)

H. Approve an Interlocal Cooperation Agreement with Collin County, Texas for road improvements regarding the paving of County Line Road; adopt accompanying Resolution 09-2026-04. (TC)

I. Approve a contract with Sudden Service, Inc., for one year with two one-year options, in the amount of $21,327.85, to provide comprehensive preventive maintenance, inspection, testing and emergency repair services for all city-owned diesel generators located through the city that support critical public safety, water, wastewater and municipal operations and require system reliability and rapid response capability; adopt accompanying Resolution 09-2026-05. (TC)

Dusty Williams made a motion to approve/adopt all Consent Agenda items; Lee Thomas seconded the motion. Motion Carried 6 - 0 (absent: Marla Butler)

VI. INDIVIDUAL CONSIDERATION ITEMS

A. Consider approving a City Facility Use Agreement Between the City of Van Alstyne, Texas and Swell Markets & Events, LLC, to provide organized farmers market events; adopt accompanying Resolution 09-2026-06. (JG)

Dusty Williams made a motion to approve; Zach Williams seconded the motion. Motion Carried 6 - 0 (absent: Marla Butler)

B. Consider approving an Application for Participation in the Local Government Investment Cooperative (LOGIC) and participation in the LOGIC Investment Pool as an Authorized Investment; adopt accompanying Resolution 09-2026-07. (SS)

Katrina Arsenault made a motion to approve; Ryan Neal seconded the motion. Motion Carried 6 - 0 (absent: Marla Butler)

C. Consider approving an Application for Participation in the Texas Short Term Asset Reserve Program (TexSTAR) and participation in the TexSTAR Investment Pool as an Authorized Investment; adopt accompanying Resolution 09-2026-08. (SS)

Dusty Williams made a motion to approve; Ryan Neal seconded the motion. Motion Carried 6 - 0 (absent: Marla Butler)

D. Utility Fee Schedule – NOT WATER RATES – Cost for meters and parts has risen substantially in the last year so we need to ensure we are covering our costs. (SS)

- Water Meter Fee – charged to builders for new water meter and installation
- Bulk Meter Fees – charged to construction companies
- Tamper Fee – charged when meter has been tampered with or if lock is busted off the meter

Jim Atchison made a motion to postpone until the November meeting; Lee Thomas seconded the motion. Motion Carried 6 - 0 (absent: Marla Butler)

E. Consider approving rezoning an approximate 69.2-acre tract of land from C-2—Commercial District-General to Planned Development District (PD), with underlying designations of C-2—Commercial District-General and MF—Multifamily Residential District, in order to modify development standards to allow for a commercial development and multifamily development, generally located on the northwest corner of US 75 (Henry Hynds Expressway) and FM 121 (Van Alstyne Parkway); adopt accompanying Ordinance 2054. THE LANDING (AG)

Ryan Neal made a motion to approve; Lee Thomas seconded the motion. Motion Carried 6 - 0 (absent: Marla Butler)

F. Consider approving a development agreement between the City of Van Alstyne and Central 121 No 1, L.P., and Clay and Kristi Densmore, related to a commercial development, located on the northwest corner of US 75 (Henry Hynds Expressway) and FM 121 (Van Alstyne Parkway), and authorize the City Manager to enter into the agreement; adopt accompanying Ordinance 2055. THE LANDING (AG)

Ryan Neal made a motion to approve; Lee Thomas seconded the motion. Motion Carried unanimously.

VII. CITY MANAGER REPORT

VIII. MAYOR & COUNCIL CLOSING COMMENTS

IX. EXECUTIVE SESSION

Adjourned into at 7:38 PM

A. Sec. 551.087. Deliberation Regarding Economic Development Negotiations
1. Project Smiley

B. Sec. 551.074. Personnel Matters
1. To deliberate the appointment of an applicant to the Library Board due to a resignation.

X. NECESSARY OR APPROPRIATE ACTION AS A RESULT OF EXECUTIVE SESSION

Reconvened into regular session at 7:55 PM.

A. Acknowledge the resignation of Rosemary Anderson from the Library Board and appoint a new member to complete her term ending September 30, 2027; adopt accompanying Resolution 10-2026-09.

Zach Williams made a motion to appoint Aimee Keppinger; Katrina Arsenault seconded the motion. Motion Carried 6 - 0 (absent: Marla Butler)

XI. ADJOURNMENT

Mayor Atchison closed the meeting at 7:56 PM.

Respectfully Submitted,

Susan M Coffer
City Secretary

APPROVED

_____
Jim Atchison, Mayor

Item Detail & Description

From:	Kimberly Bowen	Department:	Library
Approved By City Manager	☑ YES ☐ NO	Date approved by CM:	
Meeting Date Requested:	11/9/2026		
Agenda Section:	Consent Agenda		

Agenda Item (This title is what will appear on the agenda. Please be clear)

Adopt a resolution ratifying approval of the submission of an application to the Texas State Library and Archives Commission (TSLAC): Family Place Library grant.

Description of Agenda Item The intent of this section is to summarize the agenda item to include why you are requesting this, what are the alternatives (if any), and what are the implications if it is not approved.

Family Place Libraries™ Grant - The Van Alstyne Public Library is seeking a Family Place Libraries grant (TSLAC) to strengthen early childhood learning and support parents as their children's first teachers. The program serves children from birth through age three and their caregivers through interactive learning spaces, parent-child workshops, and partnerships with community resource professionals.

Grant funding and matching commitment - The grant provides up to $8,000 in reimbursement for eligible supplies and materials to establish the Family Place learning space, plus up to $1,000 per attendee for travel for two qualified staff members. Training tuition, hotel accommodations, and meals during the institute are covered separately. The FY 2027 webinar identifies Pflugerville Public Library as the May 2027 training location.

No matching funds or cost sharing are required. However, the City must support staff participation, ongoing program operations, and costs exceeding eligible reimbursement. Because funding is reimbursable, the City should anticipate paying eligible expenses before receiving reimbursement.

Library and City responsibilities
Participation requires:
• Training two qualified employees: one library administrator and one staff member responsible for implementation.
• Dedicating at least 25% of one staff member's time for three years to developing and maintaining the Family Place space.
• Establishing an interactive children's area and an adjacent parenting collection.
• Developing community partnerships and implementing parent-child workshops within one year after training.
• Maintaining the program, refreshing materials as needed, completing financial and performance reports, and participating in follow-up support and a site visit approximately 18 months after training.
These responsibilities represent an ongoing operational commitment even though the grant does not require a financial match.

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CITY OF VAN ALSTYNE RESOLUTION NO. 11-2026-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS, GRAYSON AND COLLIN COUNTIES, RATIFYING THE AUTHORIZATION OF THE SUBMISSION OF A GRANT APPLICAIOTN TO THE TEXAS STATE LIBRARY AND ARCHIVES COMMISSION (TSLAC) FOR THE FAMILY PLACE GRANT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of the City of Van Alstyne finds it in the best interest of the citizens of this community to accept and utilize grant funds to enhance local public library services and expand community access to educational opportunities; and

WHEREAS, the Texas State Library and Archives Commission (TSLAC) administers competitive grant programs designed to assist accredited libraries in meeting local community needs; and

WHEREAS, the City Council desires to support the Van Alstyne Public Library in its application for the **Family Place Grant** to fund the Van Alstyne Public Library projects.

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

SECTION 1. The City Council hereby authorizes the **City Manager** to submit a grant application to the Texas State Library and Archives Commission for the Fiscal Year 2027 Family Place Grant program. [1]

SECTION 2. The City Manager, or their official designee, is hereby authorized to execute the TSLAC Grant Application Certification Form, enter into a contractual agreement if awarded, and act on behalf of the City in all legal or operational matters associated with this grant program.

SECTION 3. The City agrees that in the event grant funds are awarded, the City will comply with all TSLAC project requirements, accounting guidelines, and program obligations.

SECTION 4. This Resolution shall take effective immediately upon its passage.

APPROVED: **ATTEST:**

Jim Atchison, Mayor **Susan Coffer, City Secretary**

Item Detail & Description

From:	Sherry Staber	Department:	Finance
Approved By City Manager	☑ YES ☐ NO	Date approved by CM:	
Meeting Date Requested:	11/9/2026		
Agenda Section:	Consent Agenda		

Agenda Item (This title is what will appear on the agenda. Please be clear)

Approve an amendment to Section 2-183 "City Fee Schedule Adopted" of the City's Code of Ordinances by replacing the Utility Fees portion of the City's Fee Schedule specifically updating the Water Meter Fee for new water meters and subsequent installation, Bulk Meter Fees and Tamper Fees; adopt the accompanying ordinance.

Description of Agenda Item The intent of this section is to summarize the agenda item to include why you are requesting this, what are the alternatives (if any), and what are the implications if it is not approved.

These are NOT water rates. Costs for materials have increased since the last update of the Utility Fee Schedule. The new fees represent the cost of materials plus the trip charge (labor, mileage, administration, 3rd party charges) for each item. Majority of the fee changes affect builders and construction, not home owners. The intent is to ensure that the increased cost for these items do not affect the utility billing rates for our customers.

Additional changes:
- More detail was added for the section titled "Damage to City Owned Property or Equipment" to clearly outline the charges for various parts.
- The Hydrant Meter section lists the Water Consumption charges currently in place.
- Tamper fee was increased to more accurately reflect water not billed as a result of tampering. We have had an increase of builders tampering with the meter register which results in inaccurate meter readings.
- Added "Temporary Service" to list the fee already in place if water needs to be turned on for a day. An example would be where someone is buying a home and needs to have the water turned on for an inspection.

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Approve an amendment to Section 2-183 "City Fee Schedule Adopted" of the City's Code of Ordinances by replacing the Utility Fees portion of the City's Fee Schedule specifically updating the Water Meter Fee for new water meters and subsequent installation, Bulk Meter Fees and Tamper Fees; adopt the accompanying ordinance.

Budget Impact

Legal Obligations and Review Required ☐ YES ☒ NO **Date sent to attorney for review**

Explain

List of Attached Documents

Recommend: ☒ Approval ☐ Disapproval ☐ Approval Subject to the Following Conditions:

Notes to City Administration

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, GRAYSON AND COLLIN COUNTIES, TEXAS, AMENDING SECTION 2-183, "CITY FEE SCHEDULE ADOPTED" OF THE CITY'S CODE OF ORDINANCES BY REPLACING THE UTILITY FEES PORTION OF THE FEE SCHEDULE BY SPECIFICALLY UPDATING THE WATER METER FEE FOR NEW WATER METERS AND SUBSEQUENT INSTALLATION, BULK METER FEES AND TAMPER FEES; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Van Alstyne ("City") is a Home Rule Municipality located in Grayson and Collin Counties created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Van Alstyne ("City Council") has adopted fees and charges for various city services, licenses, and permits in the form of a fee schedule and codified as Section Sec. 2-183 of the City of Van Alstyne Code of Ordinances.

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

SECTION 1. The findings recited above are incorporated as if fully set forth in the body of this Ordinance.

SECTION 2. Section 2-183 of the City's Code of Ordinances, otherwise known as "City Fee Schedule Adopted", is amended as shown in the attached Exhibit "A" Utility Fees, with deletions being struck through, additions being underlined, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby ratified and affirmed.

SECTION 3. This ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Van Alstyne hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. Any reference in this Ordinance to state law or a state statute refers to that law or statute as it presently exists or may subsequently be amended.

SECTION 6. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 9TH DAY OF NOVEMBER 2026.

APPROVED: ATTEST:

_____ _____

Jim Atchison, Mayor **Susan Coffer, City Secretary**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, GRAYSON AND COLLIN COUNTIES, TEXAS, AMENDING SECTION 2-183, "CITY FEE SCHEDULE ADOPTED" OF THE CITY'S CODE OF ORDINANCES BY REPLACING THE UTILITY FEES PORTION OF THE FEE SCHEDULE BY SPECIFICALLY UPDATING THE WATER METER FEE FOR NEW WATER METERS AND SUBSEQUENT INSTALLATION, BULK METER FEES AND TAMPER FEES; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Van Alstyne ("City") is a Home Rule Municipality located in Grayson and Collin Counties created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Van Alstyne ("City Council") has adopted fees and charges for various city services, licenses, and permits in the form of a fee schedule and codified as Section Sec. 2-183 of the City of Van Alstyne Code of Ordinances.

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

SECTION 1. The findings recited above are incorporated as if fully set forth in the body of this Ordinance.

SECTION 2. Section 2-183 of the City's Code of Ordinances, otherwise known as "City Fee Schedule Adopted", is amended as shown in the attached Exhibit "A" Utility Fees, with deletions being struck through, additions being underlined, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby ratified and affirmed.

SECTION 3. This ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Van Alstyne hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. Any reference in this Ordinance to state law or a state statute refers to that law or statute as it presently exists or may subsequently be amended.

SECTION 6. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 9TH DAY OF NOVEMBER 2026.

APPROVED: ATTEST:

_____ _____

Jim Atchison, Mayor **Susan Coffer, City Secretary**

Item Detail & Description

Van Alstyne
PROUD PAST | BRIGHT FUTURE

From: Kimberly Bowen		Department: Library	
Approved By City Manager	☑ YES ☐ NO	Date approved by CM:	
Meeting Date Requested: 11/9/2026			
Agenda Section: Consent Agenda			

Agenda Item (This title is what will appear on the agenda. Please be clear)

Adopt an ordinance amending Section "City Fee Schedule Adopted" of the City's Code of Ordinances by amending the Van Alstyne Public Library Fees in the Library Services section to add 3D printing fees and large format printer fees.

Description of Agenda Item The intent of this section is to summarize the agenda item to include why you are requesting this, what are the alternatives (if any), and what are the implications if it is not approved.

The Van Alstyne Public Library received a donation of two Bambu Lab A1 mini 3D printers for its Makerspace Lab, expanding opportunities for educational, creative, and hands-on learning activities. Staff recommends establishing printing fees to help offset filament and operating costs while keeping the service affordable.

Under the attached 3D Printing Services Policy, the service is available to library cardholders in good standing, with parent or guardian responsibility required for requests from minors. Trained library staff will review requests, operate the printers, and use library-supplied PLA filament. Standard requests are limited to eight estimated printing hours unless otherwise approved by the Library Director. Multicolor requests require staff approval and designs suitable for manual filament changes.

Patrons are responsible for submitting printable files and ensuring the lawful use of their designs. Payment is required before completed items are released, and items must be collected within 14 calendar days after notification. Print quality and completion times are not guaranteed; patrons will not be charged for failures caused solely by equipment malfunction or staff processing errors.

Other new fees are for a large format printer. The charge is based on the length of the media roll used, measured along the direction the paper feed through the printer. Staff will orient the file to reduce waste when practical. Pricing includes all applicable media, ink, routine maintenance and normal staff handling. Optional specialty materials may be priced separately when offered. Tax treatment will follow City Finance guidance and applicable law.

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Adopt an ordinance amending Section "City Fee Schedule Adopted" of the City's Code of Ordinances by amending the Van Alstyne Public Library Fees in the Library Services section to add 3D printing fees and large format printer fees.

Budget Impact

Increase in supplies expenditure that will be offset with Library service revenue.

Legal Obligations and Review Required ☒ YES ☐ NO **Date sent to attorney for review**

Explain 3D Printing Policy and Pricing was sent for legal review and recommended changes were made.

List of Attached Documents

Recommend: ☒ Approval ☐ Disapproval ☐ Approval Subject to the Following Conditions:

Notes to City Administration

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, GRAYSON AND COLLIN COUNTIES, TEXAS, AMENDING SECTION 2-183, "CITY FEE SCHEDULE ADOPTED" OF THE CITY'S CODE OF ORDINANCES BY SPECIFICALLY ADDING PRINTING FEES FOR TWO BAMBU LAB A1 MINI 3D PRINTERS AND FEES FOR A LARGE FORMAT PRINTER TO THE LIBRARY FEE SCHEDULE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Van Alstyne ("City") is a Home Rule Municipality located in Grayson and Collin Counties created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council of the City of Van Alstyne ("City Council") has adopted fees and charges for various city services, licenses, and permits in the form of a fee schedule and codified as Section Sec. 2-183 of the City of Van Alstyne Code of Ordinances.

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

SECTION 1. The findings recited above are incorporated as if fully set forth in the body of this Ordinance.

SECTION 2. Section 2-183 of the City's Code of Ordinances, otherwise known as "City Fee Schedule Adopted", is amended as shown in the attached Exhibit "A" Library Fees, with deletions being struck through, additions being underlined, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby ratified and affirmed.

SECTION 3. This ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Van Alstyne hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. Any reference in this Ordinance to state law or a state statute refers to that law or statute as it presently exists or may subsequently be amended.

SECTION 6. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 9TH DAY OF NOVEMBER 2026.

APPROVED: ATTEST:

Jim Atchison, Mayor **Susan Coffer, City Secretary**

LIBRARY SERVICES

COPIES	
Black and white single sided, per page	0.15
Black and white double sided, per page	0.25
STANDARD PRINTS	
Black and white single sided, per page	0.15
Black and white double sided, per page	0.25
Color single sided, per page	0.75
Color double sided, per page	1.00
3D PRINTS	
Bambu Lab A1 Mini 3D Printer, minimum charge $1.00	
Standard printing per gram, single color	0.10
Standard printing per gram, multi-color	0.15
LARGE FORMAT PRINTS	
Standard bond paper, per started linear foot	3.00
Coated presentation paper, per started linear foot	5.00
FAXES (send or receive)	
Local or long distance, first page	1.50
Local or long distance, each additional page	1.00
LATE FEES	
All materials other than videos, owned by the Van Alstyne Public Library, per item, per	0.20
For all videos, owned by the Van Alstyne Public Library, per item, per day	1.00
Interlibrary loan items, per item, per day	1.00
Lost “artwork” for a video	2.00
Lost video case	2.00
OTHER	
Interlibrary Loan (Items ordered and not picked up by the patron)	5.00
Replacement Library Card (Second and all subsequent replacement library cards)	1.00
Credit Card Convenience Fee	2.00

Item Detail & Description

From: Tristan Cisco	Department: Public Works/CIP
Approved By City Manager ☑ YES ☐ NO	Date approved by CM:
Meeting Date Requested: 11/9/2026	
Agenda Section: Consent Agenda	

Agenda Item (This title is what will appear on the agenda. Please be clear)

Adopt a resolution accepting a 20-foot drainage easement in the Lone Tree development of 0.013 acres of land from Wattman Holdings, LLC, in the City of Van Alstyne, TX.

Description of Agenda Item The intent of this section is to summarize the agenda item to include why you are requesting this, what are the alternatives (if any), and what are the implications if it is not approved.

Budget Impact

Filing fee is approximately $50.

Legal Obligations and Review Required ☐YES ☑NO **Date sent to attorney for review**

Explain

List of Attached Documents

Recommend: ☑Approval ☐Disapproval ☐Approval Subject to the Following Conditions:

Notes to City Administration

152 N. MAIN DRIVE | P.O. BOX 247 | VAN ALSTYNE, TEXAS 75495 | P: 903.482.5426 | F: 903.482.5122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, GRAYSON AND COLLIN COUNTIES, TEXAS, APPROVING AN EASEMENT BETWEEN THE CITY OF VAN ALSTYNE AND WATTMAN HOLDINGS, LLC, ON A 20 FOOT WIDE STRIP OF PRIVATE PROPERTY SITUATED IN THE ASBURY CARTWRIGHT SURVEY, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE, REPLACEMENT, REPAIR AND UPGRADE OF ONE PUBLIC DRAINAGE SYSTEM TO BE LOCATED WITHIN THE EASEMENT PROPERTY ONLY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Easement between the City of Van Alstyne and Wattman Holdings, LLC, to obtain a 20 foot wide drainage easement on private property situated in the Asbury Cartwright Survey, Abstract No. 251, City of Van Alstyne, Grayson County, Texas, for the installation, construction, operation, maintenance, replacement, repair and upgrade of one public drainage system, to be located within the easement property only, and as described in the "20-Foot DRAINAGE Easement Agreement" hereto attached as Exhibit "A", is hereby approved. The City Manager is hereby authorized to execute the agreement.

SECTION 2. This resolution shall become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 9TH DAY OF NOVEMBER 2026.

APPROVED: **ATTEST:**

Jim Atchison, Mayor **Susan Coffer, City Secretary**

20-Foot DRAINAGE Easement Agreement

Date: October 15, 2025

Grantor: Wattman Holdings, LLC, a Texas limited liability company

Grantor's Mailing Address:

2610 Shenandoah Circle
Sherman, Texas 75092
Grayson County

Grantee: City of Van Alstyne, a Texas home rule municipality

Grantee's Mailing Address:

City of Van Alstyne
P.O. Box 247
Van Alstyne, Texas 75495
Grayson County

Easement Property: A strip of land out of that certain tract of land, situated in the Asbury Cartwright Survey, Abstract No. 251, City of Van Alstyne, Grayson County, Texas, said strip being 20 feet in width in the location and along the course as shown in the drawing attached as Exhibit "A", and being limited to the City of Van Alstyne utilities described in the Easement Purpose below.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, and upgrade of one (1) public drainage system (collectively, the "Facilities"), to be located within the Easement Property only.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor; and Grantee, with Grantor, or Grantor's successors and assignees from the Facilities.

Reservations from Conveyance: None.

Exceptions to Warranty: Any and all outstanding minerals, mineral leases, restrictions, covenants, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, and shown of record in the hereinabove mentioned County and State; and also to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are applicable and enforceable against the hereinabove described property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors, and assigns an easement over, under, on, and across the Easement Property for the Easement Purpose (the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise. Grantor represents there are no liens, attachments, or other encumbrances which will affect the title or right of Grantor to convey this Easement to Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrance to the right-of-way granted herein.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character and Duration of Easement.* The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors (as applicable, the "Holder"). The duration of the Easement is perpetual.

2. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not unreasonably interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Grantor and Grantor's heirs, successors and assigns shall further have the right to lay out, dedicate, construct, maintain, and use over and across the Easement and Easement Property such roads, streets, alleys, driveways, parking lots, parking facilities, pavement, sidewalks, fences, and similar improvements as will not unreasonably interfere with Grantee's use of the Easement. Holder will have no right to use the Easement for any purpose other than the purpose set forth herein and no right to change the dimensions or location of the Easement. No buildings or building improvements will be constructed or placed on the Easement.

3. *Temporary Construction Easement.* None by this instrument.

4. *Affirmative Covenants of Grantee.* Grantee agrees to the following as a part of the consideration for the grant of the Easement:

(a) To keep all existing gates on the property locked at all times during construction and other access to the Easement and to restore any fences damaged or removed during construction of the line.

(b) The Facilities shall be on the surface. On completion of the installation of the grading, Grantee will restore the surface of the property as nearly as possible to the condition of the property at the time the installation of the line began.

(c) Except in the case of a bona fide emergency, Grantee agrees to give Grantor at least three days advance notice of construction activities affecting the surface of the Easement Property.

(d) To repair the surface of the Easement Property after any construction or maintenance activities are conducted on the Easement Property. Grantee will complete all construction, maintenance, and other work with respect to the Easement in a good and workmanlike manner.

(e) To clean up and remove from Grantor's property, at Grantee's expense, all construction debris, cut vegetation, trash, and other debris caused by work on the Easement Property by Grantee or Grantee's representatives or contractors.

(f) To the extent permitted by law, Grantee hereby indemnifies and holds Grantor harmless from and against any and all liabilities, claims, personal injuries, property damage, costs, and expenses of any nature (including, without limitation, attorney's fees and expenses), but excluding any diminution in the value of the property by reason of the Easement, related to or arising out of Grantee's installation, construction, operation, maintenance, replacement, repair, upgrade, or removal of the Facilities or Grantee's use of the Easement.

(g) Grantee may not assign any rights to or interest in this Easement to any party, or authorize or attempt to authorize any third party to use this Easement or the Easement Property, without Grantor's prior written approval.

5. *As Is Conveyance.* This Easement is granted and accepted AS IS WHERE IS AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT SOLELY THE LIMITED WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

6. *Attorney's Fees.* If any party retains an attorney in any matter related to or arising out of this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of jurisdiction. Venue is in the county or counties in which the Easement Properties is located.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

13. *Entire Agreement.* This agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not expressly set forth in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Signature Pages Follow

GRANTOR:

WATTMAN HOLDINGS, LLC
a Texas limited liability company

By: _____
Gail Utter, Manager

GRANTEE:

CITY OF VAN ALSTYNE,
a Texas home rule city

By: _____
Lane Jones, City Manager

STATE OF TEXAS §
§
COUNTY OF Grayson §

This instrument was acknowledged before me on October 15, 2025, by Gail Utter, Manager of Wattman Holdings, LLC a Texas limited liability company, on behalf of said limited liability company.

NATALIE M TUTTLE
Notary ID #126730920
My Commission Expires
December 27, 2028

_____
Notary Public, State of Texas
My commission expires: 12/27/2028

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Lane Jones, City Manager for the City of Van Alstyne, TX, a Texas home rule city.

_____
Notary Public, State of Texas
My commission expires: _____

EXHIBIT "A"

EASEMENT DESCRIPTION

[see attached]

20' DRAINAGE EASEMENT

BEING a tract of land situated in the ASBURY CARTWRIGHT SURVEY, ABSTRACT NO. 251, City of Van Alstyne, Grayson County, Texas and being part of that tract of land described in Deed to Wattman Holdings, LLC, as recorded in Volume 5357, Page 291, Deed Records, Grayson County, Texas and being more particularly described as follows:

COMMENCING at a 2 inch pipe post found in the west line of that tract of land described in Deed to JBZ Lone Tree, LLC, as recorded in Document Number 2025-8161, Deed Records, Grayson County, Texas for the common southeast corner of that tract of land described as Tract One in Deed to Powell Bryan D & Raymona L, as recorded in Volume 5262, Page 549, Deed Records, Grayson County, Texas and northeast corner of that tract of land described in Deed to Watson John R Etux Sara A, as recorded in Volume 5715, Page 278, Deed Records, Grayson County, Texas;

THENCE South 89 degrees 08 minutes 52 seconds East, leaving said west line, a distance of 400.88 feet to a point for corner in the east line of said JBZ Lone Tree, LLC for the **POINT OF BEGINNING** of the herein described tract of land;

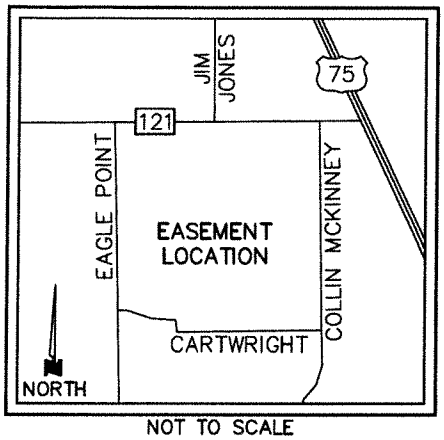
THENCE North 25 degrees 58 minutes 58 seconds West, with said east line, a distance of 20.00 feet to a point for corner, from which point a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for an exterior ell corner of said JBZ Lone Tree, LLC tract bears North 25 degrees 58 minutes 58 seconds West, a distance of 30.50;

THENCE North 63 degrees 59 minutes 09 seconds East, leaving said east line, a distance of 28.88 feet to a point for corner;

THENCE South 26 degrees 00 minutes 51 seconds East, a distance of 20.00 feet to a point for corner;

THENCE South 63 degrees 59 minutes 09 seconds West, a distance of 28.89 feet to the **POINT OF BEGINNING** and containing 578 square feet or 0.013 acres of land, more or less.

VICINITY MAP

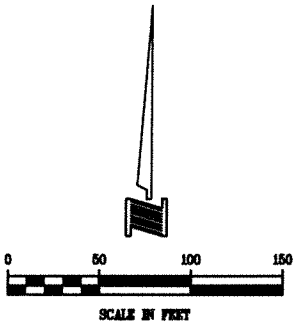


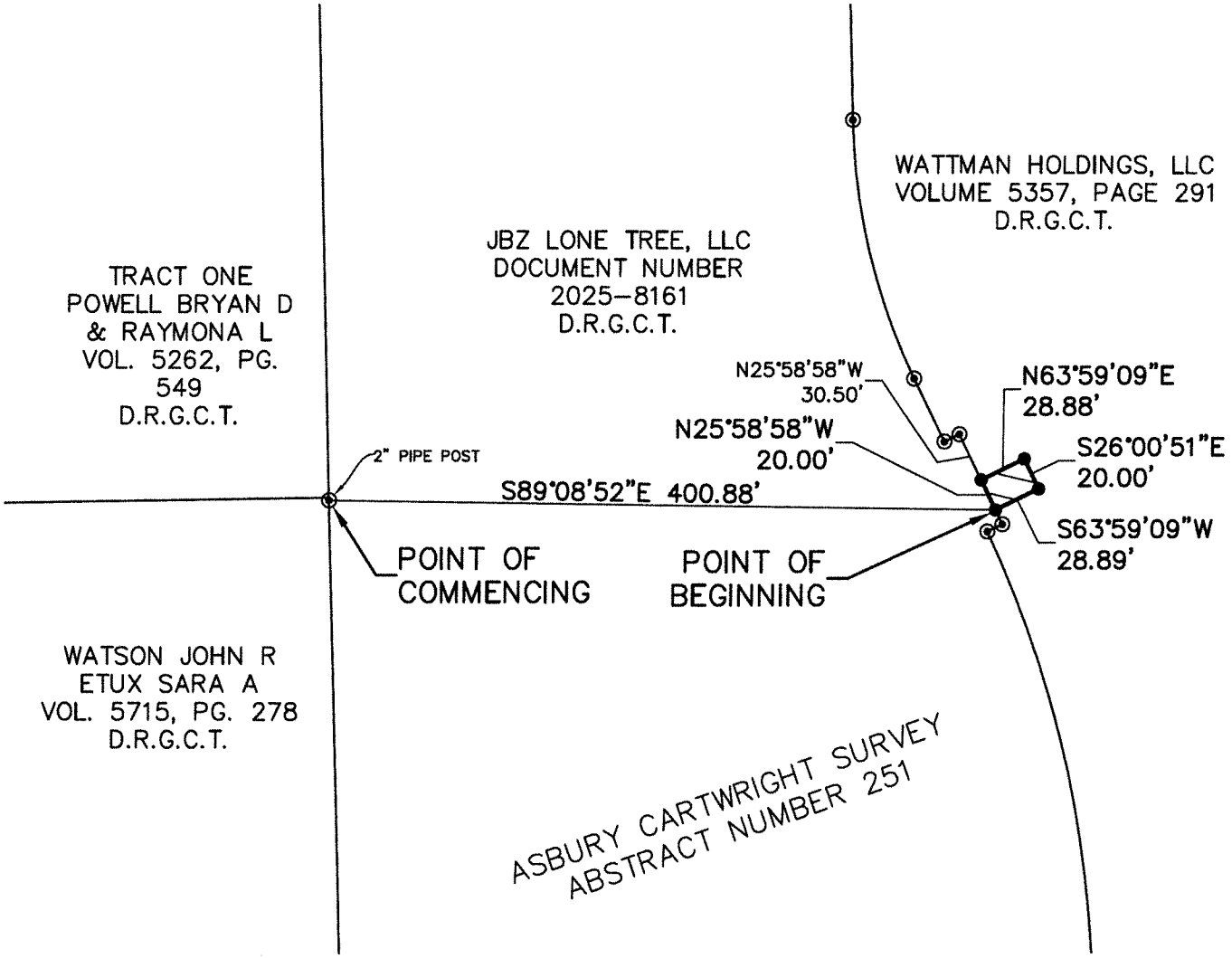
NOT TO SCALE

LEGEND

P.R.G.C.T. = PLAT RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T. = DEED RECORDS, GRAYSON COUNTY, TEXAS
◉ = 1/2" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "JVC" FOUND (UNLESS OTHERWISE NOTED)
● = POINT FOR CORNER

NOTE: BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE PROJECT COMBINED FACTOR (PCF) OF 0.999880014.



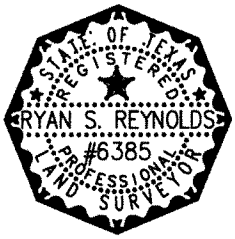


20' DRAINAGE EASEMENT

578 SQUARE FEET OR 0.013 ACRES
ASBURY CARTWRIGHT SURVEY, ABSTRACT NO. 251
CITY OF VAN ALSTYNE, GRAYSON COUNTY, TEXAS

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

Ryan S. Reynolds
Registered Professional Land Surveyor
No. 6385



Item Detail & Description

From:	Tristan Cisco	Department:	Public Works/CIP
Approved By City Manager	☑ YES ☐ NO	Date approved by CM:	
Meeting Date Requested:	11/9/2026		
Agenda Section:	Consent Agenda		

Agenda Item (This title is what will appear on the agenda. Please be clear)

Adopt a resolution accepting a 50-foot sanitary sewer easement in the Lone Tree development of 1.803 acres of land from Wattman Holdings, LLC, in the City of Van Alstyne, TX.

Description of Agenda Item The intent of this section is to summarize the agenda item to include why you are requesting this, what are the alternatives (if any), and what are the implications if it is not approved.

Budget Impact

Filing fee is approximately $50.

Legal Obligations and Review Required ☐YES ☑NO **Date sent to attorney for review**

Explain

List of Attached Documents

Recommend: ☑Approval ☐Disapproval ☐Approval Subject to the Following Conditions:

Notes to City Administration

152 N. MAIN DRIVE | P.O. BOX 247 | VAN ALSTYNE, TEXAS 75495 | P: 903.482.5426 | F: 903.482.5122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, GRAYSON AND COLLIN COUNTIES, TEXAS, APPROVING AN EASEMENT BETWEEN THE CITY OF VAN ALSTYNE AND WATTMAN HOLDINGS, LLC, ON A 50 FOOT WIDE STRIP OF PRIVATE PROPERTY SITUATED IN THE ASBURY CARTWRIGHT SURVEY, FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE, REPLACEMENT, REPAIR, UPGRADE AND REMOVAL OF ONE PUBLIC SANITARY WASTEWATER LINE AND MANHOLES NECESSARY FOR CONVEYANCE OF WASTEWATER, SUCH WASTEWATER LINE TO BE LOCATED WITHIN THE EASEMENT PROPERTY ONLY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Easement between the City of Van Alstyne and Wattman Holdings, LLC, to obtain a 50 foot wide sanitary sewer easement on private property situated in the Asbury Cartwright Survey, Abstract No. 251, City of Van Alstyne, Grayson County, Texas, for the installation, construction, operation, maintenance, replacement, repair, upgrade and replacement of one public sanitary wastewater line and manholes necessary for conveyance of wastewater, such wastewater line to be located within the easement property only, and as described in the “50-Foot SANITARY SEWER Easement Agreement” hereto attached as Exhibit “A”, is hereby approved. The City Manager is hereby authorized to execute the agreement.

SECTION 2. This resolution shall become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 9TH DAY OF NOVEMBER 2026.

APPROVED: **ATTEST:**

Jim Atchison, Mayor **Susan Coffer, City Secretary**

50-Foot SANITARY SEWER Easement Agreement

Date: October 15, 2025

Grantor: Wattman Holdings, LLC, a Texas limited liability company

Grantor's Mailing Address:

2610 Shenandoah Circle
Sherman, Texas 75092
Grayson County

Grantee: City of Van Alstyne, a Texas home rule municipality

Grantee's Mailing Address:

City of Van Alstyne
P.O. Box 247
Van Alstyne, Texas 75495
Grayson County

Easement Property: A strip of land out of that certain tract of land, situated in the Asbury Cartwright Survey, Abstract No. 251, City of Van Alstyne, Grayson County, Texas, said strip being 50 feet in width in the location and along the course as shown in the drawing attached as Exhibit "A", and being limited to the City of Van Alstyne utilities described in the Easement Purpose below.

Easement Purpose: For the installation, construction, operation, maintenance, replacement, repair, upgrade, and removal of one (1) public sanitary wastewater line and manholes necessary for conveyance of wastewater (collectively, the "Facilities"), such wastewater line to be located within the Easement Property only.

Consideration: Good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor; and Grantee, with Grantor, or Grantor's successors and assignees from the Facilities.

Reservations from Conveyance: None.

Exceptions to Warranty: Any and all outstanding minerals, mineral leases, restrictions, covenants, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, and shown of record in the hereinabove mentioned County and State; and also to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are applicable and enforceable against the hereinabove described property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors, and assigns an easement over, under, on, and across the Easement Property for the Easement Purpose (the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character and Duration of Easement.* The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's successors (as applicable, the "Holder"). The duration of the Easement is perpetual.

2. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not unreasonably interfere with the use of the Easement Property by Holder for the Easement Purpose, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Grantor and Grantor's heirs, successors and assigns shall further have the right to lay out, dedicate, construct, maintain, and use over and across the Easement and Easement Property such roads, streets, alleys, driveways, parking lots, parking facilities, pavement, sidewalks, fences, and similar improvements as will not unreasonably interfere with Grantee's use of the Easement. Holder will have no right to use the Easement for any purpose other than the purpose set forth herein and no right to change the dimensions or location of the Easement. No buildings or building improvements will be constructed or placed on the Easement.

3. *Temporary Construction Easement.* Holder has the right to use a 20 foot strip of land that is adjacent to the Easement Property ("Temporary Construction Easement") as may be reasonably necessary to install and construct the Facilities within the Easement Property. Holder must promptly restore the Temporary Construction Easement to its previous physical condition upon completion of the construction of the utility line. The Temporary Construction Easement will terminate upon completion of construction of the utility line, but in any event no later than two hundred seventy (270) days from the date of this easement.

4. *Affirmative Covenants of Grantee.* Grantee agrees to the following as a part of the consideration for the grant of the Easement:

(a) To keep all existing gates on the property locked at all times during construction and other access to the Easement and to restore any fences damaged or removed during construction of the line.

(b) The Facilities shall be buried to a depth of at least 36 inches below the surface. On completion of the installation of the line, Grantee will restore the surface and grade of the property as nearly as possible to the condition of the property at the time the installation of the line began.

(c) Except in the case of a bona fide emergency, Grantee agrees to give Grantor at least three days advance notice of construction activities affecting the surface of the Easement Property.

(d) To repair the surface of the Easement Property after any construction or maintenance activities are conducted on the Easement Property. Grantee will complete all construction, maintenance, and other work with respect to the Easement in a good and workmanlike manner.

(e) To clean up and remove from Grantor's property, at Grantee's expense, all construction debris, cut vegetation, trash, and other debris caused by work on the Easement Property by Grantee or Grantee's representatives or contractors.

(f) To the extent permitted by law, Grantee hereby indemnifies and holds Grantor harmless from and against any and all liabilities, claims, personal injuries, property damage, costs, and expenses of any nature (including, without limitation, attorney's fees and expenses), but excluding any diminution in the value of the property by reason of the Easement, related to or arising out of Grantee's installation, construction, operation, maintenance, replacement, repair, upgrade, or removal of the Facilities or Grantee's use of the Easement.

(g) Grantee may not assign any rights to or interest in this Easement to any party, or authorize or attempt to authorize any third party to use this Easement or the Easement Property, without Grantor's prior written approval.

5. *As Is Conveyance.* This Easement is granted and accepted AS IS WHERE IS AND WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT SOLELY THE LIMITED WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

6. *Attorney's Fees.* If any party retains an attorney in any matter related to or arising out of this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of jurisdiction. Venue is in the county or counties in which the Easement Properties is located.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* To the extent permitted by law, each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

13. *Entire Agreement.* This agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises that are not expressly set forth in this agreement and any exhibits.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices*. Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Signature Pages Follow

GRANTOR:

WATTMAN HOLDINGS, LLC
a Texas limited liability company

By: _____
Gail Utter, Manager

GRANTEE:

CITY OF VAN ALSTYNE,
a Texas home rule city

By: _____
Lane Jones, City Manager

STATE OF TEXAS §
§
COUNTY OF Grayson §

This instrument was acknowledged before me on October 15, 2025, by Gail Utter, Manager of Wattman Holdings, LLC a Texas limited liability company, on behalf of said limited liability company.

NATALIE M TUTTLE
Notary ID #126730920
My Commission Expires
December 27, 2028

_____
Notary Public, State of Texas
My commission expires: 12/27/2028

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2025, by Lane Jones, City Manager for the City of Van Alstyne, TX, a Texas home rule city.

_____
Notary Public, State of Texas
My commission expires: _____

EXHIBIT "A"

EASEMENT DESCRIPTION

[see attached]

50' SANITARY SEWER EASEMENT

BEING a tract of land situated in the ASBURY CARTWRIGHT SURVEY, ABSTRACT NO. 251, City of Van Alstyne, Grayson County, Texas and being part of that tract of land described in Deed to Wattman Holdings, LLC, as recorded in Volume 5357, Page 291, Deed Records, Grayson County, Texas and being more particularly described as follows:

COMMENCING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the west line of that tract of land described as Tract "F" in Deed to Risland Mantua LLC, as recorded in Document No. 2018-14251, Deed Records, Grayson County, Texas for the southeast corner of said Wattman Holdings, LLC tract;

THENCE Westerly, with the north line of Cartwright Road, a variable width right of way, the following three (3) courses and distances:

South 89 degrees 16 minutes 28 seconds West, a distance of 203.64 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

North 45 degrees 41 minutes 36 seconds West, a distance of 28.27 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the **POINT OF BEGINNING** of the herein described tract of land;

South 89 degrees 20 minutes 16 seconds West, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

THENCE North 00 degrees 39 minutes 44 seconds West, leaving said north line, a distance of 124.96 feet to a point for corner at the beginning of a curve to the right having a central angle of 24 degrees 29 minutes 37 seconds, a radius of 650.00 feet and a chord bearing and distance of North 11 degrees 35 minutes 05 seconds East, 275.76 feet;

THENCE Northerly, with said curve to the right, an arc distance of 277.87 feet to a point for corner at the beginning of a reverse curve to the left having a central angle of 24 degrees 29 minutes 40 seconds, a radius of 450.00 feet and a chord bearing and distance of North 11 degrees 35 minutes 04 seconds East, 190.92 feet;

THENCE Northerly, with said reverse curve to the left, an arc distance of 192.38 feet to a point for corner;

THENCE North 00 degrees 39 minutes 46 seconds West, a distance of 415.73 feet to a point for corner;

THENCE South 89 degrees 20 minutes 16 seconds West, a distance of 510.22 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the east line of that tract of land described in Deed to JBZ Lone Tree, LLC, as recorded in Document No. 2025-8161, Deed Records, Grayson County, Texas;

THENCE North 00 degrees 39 minutes 44 seconds West, with said east line, a distance of 50.00 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner;

THENCE North 89 degrees 20 minutes 16 seconds East, leaving said east line, a distance of 560.22 feet to a point for corner;

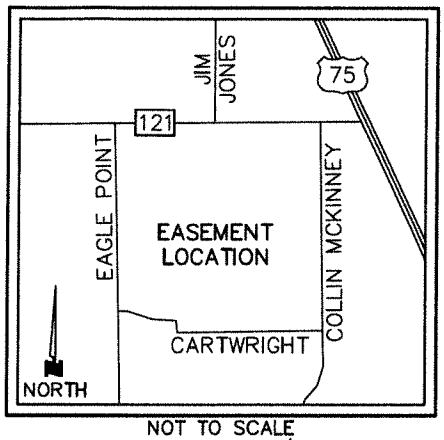
THENCE South 00 degrees 39 minutes 46 seconds East, a distance of 465.73 feet to a point for corner at the beginning of a curve to the right having a central angle of 24 degrees 29 minutes 40 seconds, a radius of 500.00 feet and a chord bearing and distance of South 11 degrees 35 minutes 04 seconds West, 212.13 feet;

THENCE Southerly, with said curve to the right, an arc distance of 213.75 feet to a point for corner at the beginning of a reverse curve to the left having a central angle of 24 degrees 29 minutes 37 seconds, a radius of 600.00 feet and a chord bearing and distance of South 11 degrees 35 minutes 05 seconds West, 254.55 feet;

THENCE Southerly, with said curve to left, an arc distance of 256.50 feet to a point for corner;

THENCE South 00 degrees 39 minutes 44 seconds East, a distance of 124.96 feet to the **POINT OF BEGINNING** and containing 78,558 square feet or 1.803 acres of land, more or less.

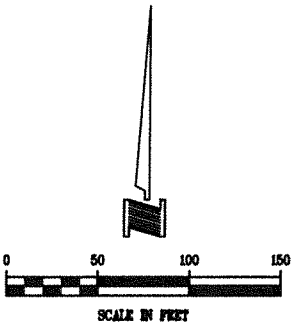
VICINITY MAP



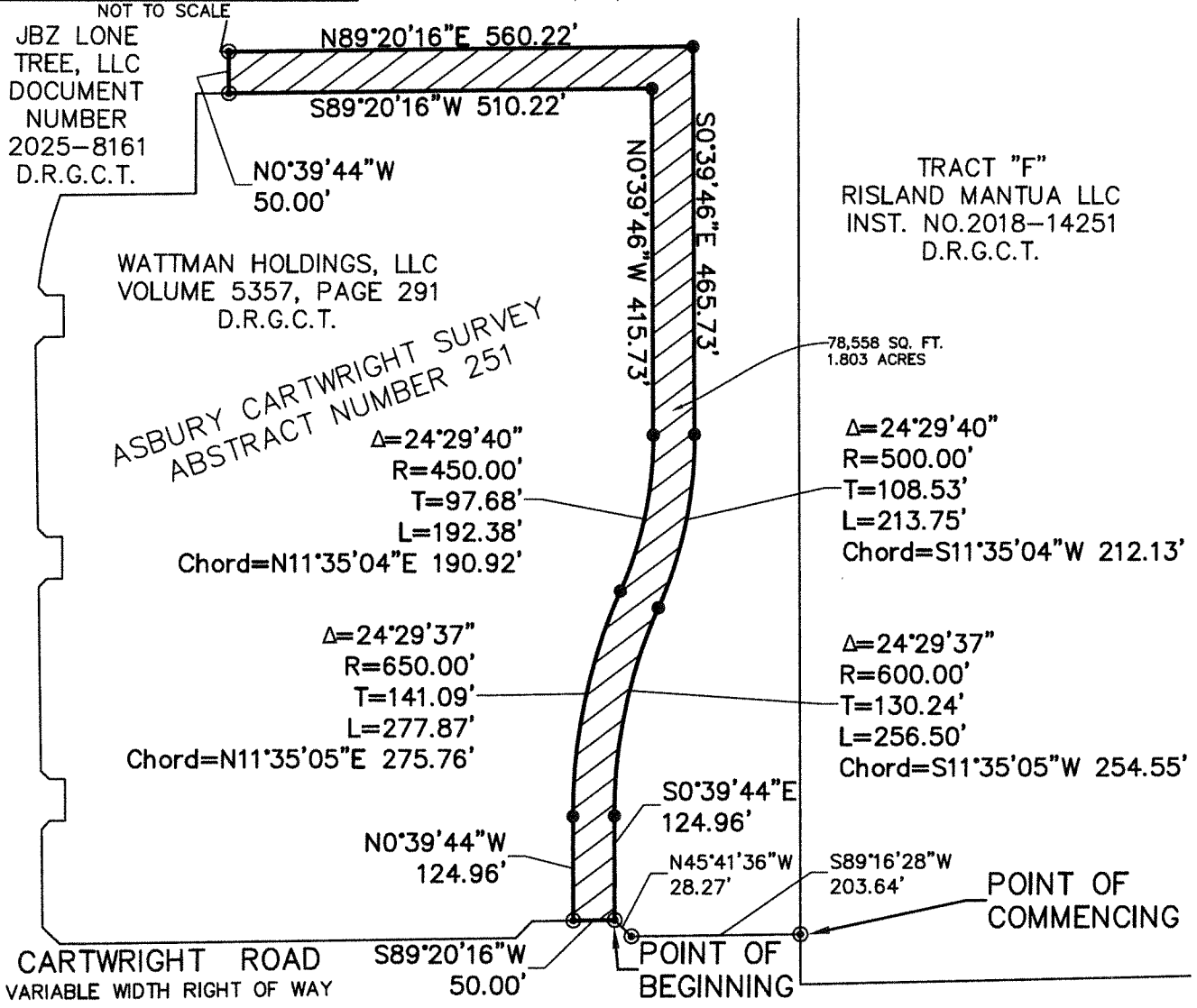
LEGEND

P.R.G.C.T. = PLAT RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T. = DEED RECORDS, GRAYSON COUNTY, TEXAS
◉ = 1/2" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "JVC" FOUND (UNLESS OTHERWISE NOTED)
● = POINT FOR CORNER

NOTE: BEARINGS SHOWN HEREON ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983. ALL DIMENSIONS SHOWN ARE GROUND DISTANCES. TO OBTAIN A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE PROJECT COMBINED FACTOR (PCF) OF 0.999880014.



NOT TO SCALE



50' SANITARY SEWER EASEMENT

78,558 SQUARE FEET OR 1.803 ACRES
ASBURY CARTWRIGHT SURVEY, ABSTRACT NO. 251
CITY OF VAN ALSTYNE, GRAYSON COUNTY, TEXAS

JOHNSON VOLK CONSULTING
TBPELS: Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

STATE OF TEXAS REGISTERED RYAN S. REYNOLDS #6385 PROFESSIONAL LAND SURVEYOR

Ryan S. Reynolds
Registered Professional Land Surveyor
No. 6385

Item Detail & Description

From:	Alex Glushko	Department:	Development Services
Approved By City Manager	☑ YES ☐ NO	Date approved by CM:	
Meeting Date Requested:	11/09/2026		
Agenda Section:	Discussion w/Vote		

Agenda Item (This title is what will appear on the agenda. Please be clear)

Approve a resolution appointing members to the Planning & Zoning Commission.

Description of Agenda Item The intent of this section is to summarize the agenda item to include why you are requesting this, what are the alternatives (if any), and what are the implications if it is not approved.

This item is associated with another item on the November 9, 2026, City Council agenda, amending Section 46-201. - Planning and zoning commission, generally regarding organization, appointment, and membership of the Commission.

Should that ordinance be approved, this resolution would appoint the two (2) existing Alternate members, Craig Page and Jonathan Yates, as Regular members, and reaffirm the previous appointment of Robert Norrell to the Commission.

Budget Impact

Legal Obligations and Review Required ☐YES ☑NO **Date sent to attorney for review**

Explain

List of Attached Documents

Recommend: ☑Approval ☐Disapproval ☐Approval Subject to the Following Conditions:

Notes to City Administration

152 N. MAIN DRIVE | P.O. BOX 247 | VAN ALSTYNE, TEXAS 75495 | P: 903.482.5426 | F: 903.482.5122

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, GRAYSON & COLLIN COUNTIES, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 46 "ZONING", ARTICLE IV "ADMINISTRATION", SECTION 46-201 "PLANNING AND ZONING COMMISSION" BY CHANGIN THE TWO ALTERNATE MEMBERS TO PLACE MEMBERS, CORRECTING THE MEMBER TERM LIMIT FROM TWO TO THREE YEARS IN 46-201(A)(1) "MEMBERSHIP", ALLOWING ALL MEMBERS TO RESIDE WITHIN THE VAN ALSTYNE INDEPENDENT SCHOOL DISTRICT, ADJUSTING THE STAGGERED TERMS, CORRECTING THE OFFICER ELECTION TIMEFRAME TO THE FIRST OCTOBER MEETING EVERY YEAR AND CHANGING THE QUORUM COUNT FROM THREE TO FOUR; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Van Alstyne ("City") is a Home Rule Municipality located in Grayson and Collin Counties and created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council has considered the proposed amendment and feels it is in the best interest of the citizens of the City to effect these changes.

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

SECTION 1. The findings recited above are incorporated as if fully set forth in the body of this Ordinance.

SECTION 2. The City's Code of Ordinances Section 46-201 "Planning and Zoning Commission" is hereby amended as follows, with deletions being struck through, additions being underlined, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby ratified and affirmed:

"Sec. 46-201. Planning and zoning commission

(a) *Organization and appointment.* There is hereby created a planning and zoning commission which shall be organized, appointed, and function as follows:

(1) *Membership.* The planning and zoning commission shall consist of ~~five~~ seven members ~~and up to two alternate members~~ who ~~are residents of the city or its extraterritorial jurisdiction, except that a maximum of one member and one alternate member may reside outside of the city limits and outside of the extraterritorial jurisdiction of the city but~~ must reside within the geographic boundary of the Van Alstyne Independent School District. Each member ~~and each alternate member~~ shall be appointed by the city council for a term of ~~two~~ three years and may be removed by the city council at any time without cause. Appointees ~~(both members and alternate members)~~ shall fill positions which shall be designated by place numbers (e.g., place 1, place 2, ~~alternate 1, alternate 2~~ etc.). Vacancies shall be filled for the unexpired term of any member whose place becomes vacant for any cause in the same manner as the original appointment was made. When considering membership, residing within the City of Van Alstyne will be given significant weight.~~The two alternate members of the planning and zoning commission shall serve in the absence of one or more of the regular members when requested to do so by the chairman of the planning and zoning commission. In the event that only one alternate member is needed to serve during a meeting, alternate member 1 shall be asked to~~

~~serve first. If alternate member 1 is not available or declines, then alternate member 2 will be asked to serve for that meeting.~~

(2) *Terms.* ~~The terms of members filling places 1 and 3, shall expire September 30 every third year commencing in 2023, members filling places 2 and 4, shall expire September 30 every third year commencing in 2024, and members filling place 5 and alternate places 1 and 2, shall expire September 30 every third year commencing in 2022.~~ Commissioners will serve three-year staggered terms with Places 1 and 3 appointed in 2026, Places 2 and 4 appointed in 2024, and Places 5, 6 (formerly Alternate 1) and 7 (formerly Alternate 2) appointed in 2025. Commissioners may be appointed for any number of terms by the city council. ~~Newly appointed members and alternate members shall be installed at the first regular commission meeting after their appointment~~.

(3) *Organization.* ~~The commission shall hold an organizational meeting in July of each year.~~ The commission shall meet regularly and shall designate the time and place of its meetings. The commission shall adopt its own rules of procedure and keep a record of its proceedings consistent with the provisions of this chapter, city requirements and the requirements of law. The planning and zoning commission shall, at its first meeting in October of each year, elect a chairman and a vice chairman from its own membership ~~at its annual organizational meeting~~. The vice chairman shall serve as chairman in the event that the chairman is absent.

(4) *Quorum and compensation.* A quorum for the conduct of business shall consist of ~~three~~ four members ~~or alternate members~~ of the commission. The members shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties."

SECTION 3. This ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. If any section, subsection, paragraph, sentence, phrase or clause of this Ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this ordinance are declared to be severable.

SECTION 5. Any reference in this Ordinance to state law or a state statute refers to that law or statute as it presently exists or may subsequently be amended.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 9TH DAY OF NOVEMBER 2026.

APPROVED**:** ATTEST**:**

Jim Atchison, Mayor **Susan Coffer, City Secretary**

Item Detail & Description

From: Joey Grisham	Department: Community Development Corp
Approved By City Manager ☑ YES ☐ NO	Date approved by CM:
Meeting Date Requested: 11/9/2026	
Agenda Section: Discussion w/Vote	

Agenda Item (This title is what will appear on the agenda. Please be clear)

Discuss, consider, and take action on removal of Van Alstyne Community Development Corporation Board Member John Snook and appointment to fill vacancy, if created; adopt the accompanying resolution.

Description of Agenda Item The intent of this section is to summarize the agenda item to include why you are requesting this, what are the alternatives (if any), and what are the implications if it is not approved.

The CDC office has reached out to Mr. Snook via email 14 times and texted him twice, once on Oct 6th and once on Oct 8th. Mr. Snook did not respond to any of those 16 attempts. The office also called Mr. Snook called four times with no answer and no return phone calls.

Budget Impact

Legal Obligations and Review Required ☐YES ☑NO **Date sent to attorney for review**

Explain

List of Attached Documents

Recommend: ☑Approval ☐Disapproval ☐Approval Subject to the Following Conditions:

Notes to City Administration

152 N. MAIN DRIVE | P.O. BOX 247 | VAN ALSTYNE, TEXAS 75495 | P: 903.482.5426 | F: 903.482.5122

CITY OF VAN ALSTYNE RESOLUTION NO. 11-2026-XX

A RESOLUTION OF THE CITY OF VAN ALSTYNE, GRAYSON COUNTY, TEXAS, DISMISSING JOHN SNOOK AS A MEMBER OF THE COMMUNITY DEVELOPMENT BOARD AND APPOINTING AN INDIVIDUAL AS A REPLACEMENT FOR THE REMAINDER OF THAT TERM AS AUTHORIZED BY CITY ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Van Alstyne ("City") is a Home Rule Municipality located in Grayson and Collin Counties and created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Council adopted Resolution 11-2022-02, as amended, allowing Council to remove a director from the office with or without cause at any time from the Van Alstyne Community Development Corporation ("VACDC") Board of Directors; and

WHEREAS, Council adopted Resolution 11-2022-02, as amended, allowing Council to fill a vacancy on an unexpired term to the VACDC Board of Directors; and

WHEREAS, after consideration, Council feels this removal and subsequent appointment is in the best interest of the VACDC and the residents of the City.

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

SECTION 1. In accordance with the above clauses, Council does hereby appoint _____ to Place 3 of the VACDC Board of Directors to fill the remainder of the term left by Council's dismissal of John Snook from the VACDC Board of Directs at this same meeting. This term takes effect immediately and will expire September 30, 2028.

SECTION 2. EFFECTIVE DATE. This resolution shall become effective from and after its adoption.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 9TH DAY OF NOVEMBER 2026.

APPROVED: ATTEST:

_____ _____

Jim Atchison, Mayor **Susan Coffer, City Secretary**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS, DECLARING THE PUBLIC NECESSITY TO ACQUIRE A SANITARY SEWER LINE EASEMENT OF .783 ACRES, WITH A TEMPORARY CONSTRUCTION EASEMENT, FROM PROPERTY OWNED BY US75VA INVESTMENTS, LLC, IN THE CITY OF VAN ALSTYNE, GRAYSON COUNTY, TEXAS, FOR THE LANDING AT VAN ALSTYNE OFFSITE SANITARY SEWER LINE PROJECT, AND MORE PARTICULARLY DESCRIBED IN EXHIBITS "A" AND "B" ATTACHED HERETO; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITION FOR THE LANDING AT VAN ALSTYNE OFFSITE SANITARY SEWER LINE PROJECT; AUTHORIZING THE ACQUISITION OF PROPERTY RIGHTS NECESSARY FOR SAID PROJECT; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER OF THE CITY OF VAN ALSTYNE, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AND AUTHORIZING THE CITY ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City of Van Alstyne, Texas ("**City Council**"), has determined that a public use and necessity exists for the City of Van Alstyne, Texas ("**City**"), to acquire approximately .783 acres, more or less, of land, for a sanitary sewer easement, with a temporary construction easement, as more particularly described in ***Exhibits "A"*** and ***"B"*** attached hereto ("**Required Property Interests**"), from land owned by US75VA, Investments, LLC, in the City of Van Alstyne, Grayson County, Texas, for governmental and municipal use including, but not necessarily limited to, constructing, operating, and maintaining a sanitary sewer line ("**Project**"); and

WHEREAS, the City Council desires to acquire the Required Property Interests for the Project; and

WHEREAS, the City Council desires that the City Manager, or his designee, take all necessary steps to acquire the Required Property Interests including, but not limited to, the retention of appraisers, engineers, and other consultants and experts, and to negotiate the purchase of the Required Property Interests and, if unsuccessful in purchasing the Required Property Interests, that the City Attorney, or his designee, be authorized to institute condemnation proceedings to acquire the Required Property Interests.

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the City Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. The City Council hereby finds and determines that a public use and necessity exists for the City to acquire the Required Property Interests for the Project.

SECTION 3. The City Manager, or his designee, is authorized and directed to negotiate for and to acquire the Required Property Interests for the City, and to acquire said rights in compliance with State and Federal law. The City Manager is specifically authorized and directed to do each and every act necessary to acquire the Required Property Interests including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, and to designate a qualified appraiser of the Required Property Interests to be acquired when such appraisal is necessary, as well as any other experts or consultants that

SECTION 4. The City Manager, or any individual he may so designate, is appointed as negotiator for the acquisition of the Required Property Interests and, as such, the City Manager is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference, subject to the availability of funds appropriated by the City Council for such purpose. The City Manager is specifically authorized to establish the just compensation for the acquisition of the Required Property Interests. If the City Manager, or his designee, determines that an agreement as to damages or compensation cannot be reached, then the City Attorney or his designee is hereby authorized and directed to file or cause to be filed, against the owner and interested parties of the Required Property Interests, proceedings in eminent domain to acquire the Property.

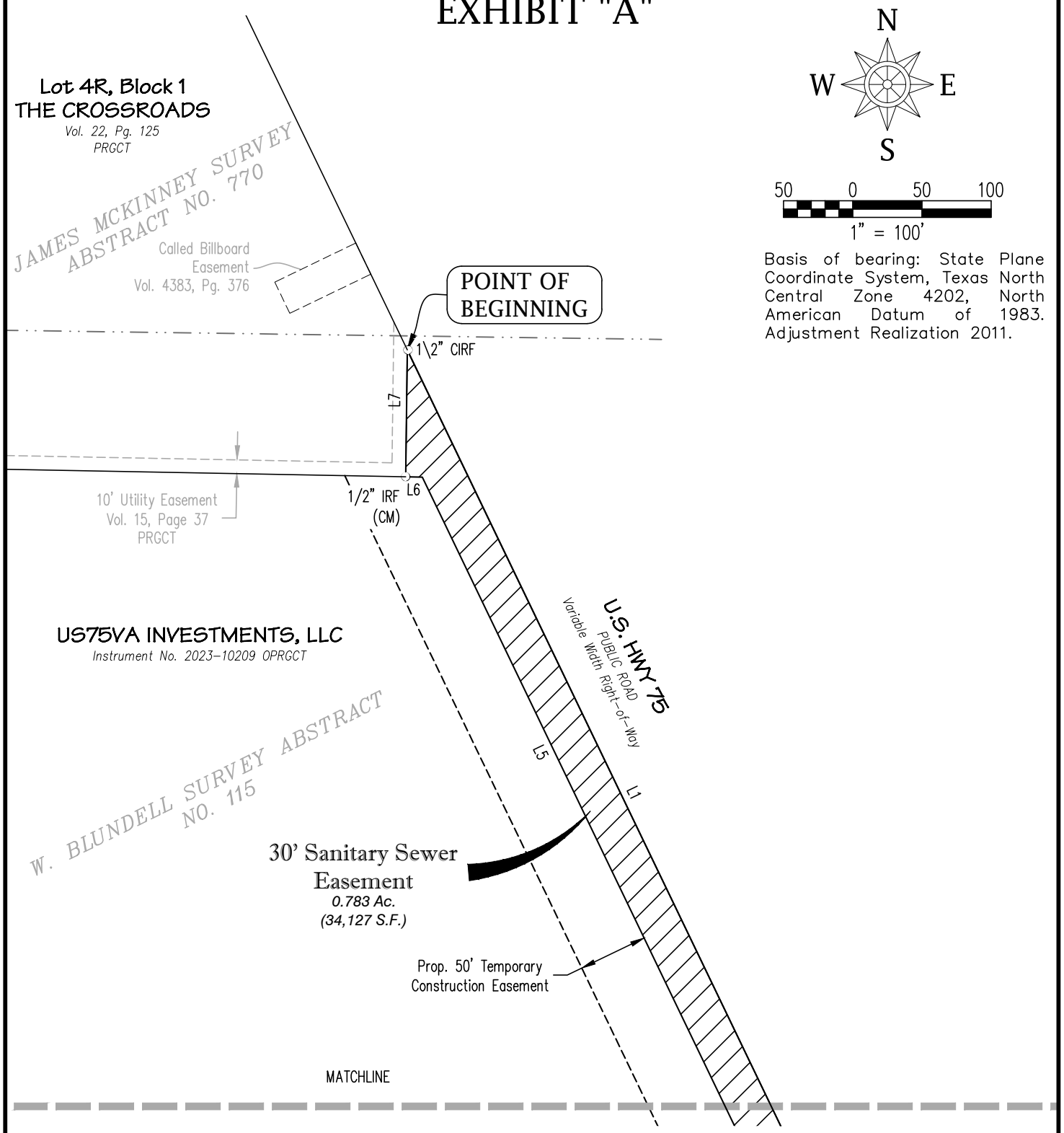
SECTION 5. This Resolution shall take effective immediately upon its passage.

APPROVED: **ATTEST:**

Jim Atchison, Mayor **Susan Coffer, City Secretary**

Exhibit “A”
Survey of Sanitary Sewer Easement

EXHIBIT "A"



Basis of bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. Adjustment Realization 2011.

NOTES:

1. Basis of bearing being Grid North, Texas State Plane Coordinate System, North Central Zone 4202, North American Datum NAD83. Adjustment Realization 2011. Epoch 2010.00.

SPIARS ENGINEERING & SURVEYING

Drawn:	Checked:	Date	Job No.
VMS	DKB	5/15/26	25-242

30' SANITARY SEWER EASEMENT

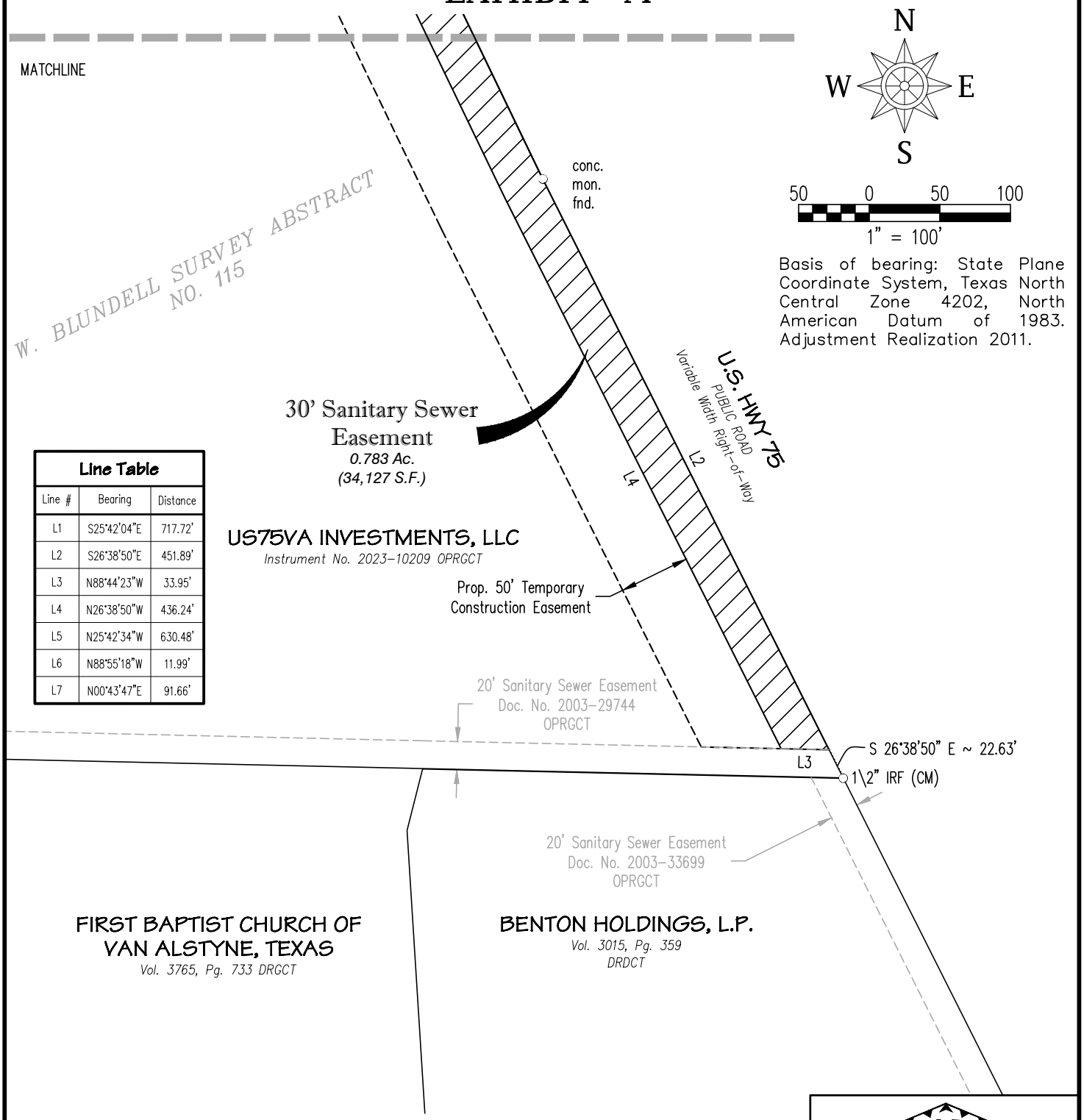
WILLIAM BLUNDELL SURVEY, A-115

CITY OF VAN ALSTYNE

GRAYSON COUNTY, TEXAS

Drawing: G:\2025 JOBS\25-241 NWC VA Pkwy-75\SURVEY\DWG\30' SS Esmt.dwg Saved By: Vsoto25 Save Time: 6/8/2026 3:55:48 PM Plotted by: vsoto25 Plot Date: 10/8/2026 8:24 AM

EXHIBIT "A"



Line Table		
Line #	Bearing	Distance
L1	S25°42'04"E	717.72'
L2	S26°38'50"E	451.89'
L3	N88°44'23"W	33.95'
L4	N26°38'50"W	436.24'
L5	N25°42'34"W	630.48'
L6	N88°55'18"W	11.99'
L7	N00°43'47"E	91.66'

NOTES:

1. Basis of bearing being Grid North, Texas State Plane Coordinate System, North Central Zone 4202, North American Datum NAD83. Adjustment Realization 2011. Epoch 2010.00.

SPIARS ENGINEERING & SURVEYING

Drawn:	Checked:	Date	Job No.
VMS	DKB	5/15/26	25-242

30' SANITARY SEWER EASEMENT

WILLIAM BLUNDELL SURVEY, A-115

CITY OF VAN ALSTYNE

GRAYSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

Drawing: G:\2025 JOBS\25-241 NWC VA Pkwy-75\SURVEY\DWG\30' SS Esmt.dwg Saved By: Vsoto25 Save Time: 6/8/2026 3:55:48 PM Plotted by: vsoto25 Plot Date: 10/8/2026 8:24 AM

Exhibit “B”
Metes and Bounds Legal Description of Sanitary Sewer Easement

EXHIBIT "B"

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the William Blundell Survey, Abstract No. 115, City of Van Alstyne, Grayson County, Texas, and also being part of a tract of land described in Deed to US75VA Investments LLC, recorded under Instrument Number 2023–10209, of the Official Public Records, Grayson County, Texas (OPRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2–inch iron rod with cap found for the northeast corner of Lot 4R, Block 1, The Crossroads, recorded under Volume 22, Page 125, of the Public Records, Grayson County, Texas, same corner being on the west line of US Highway 75, a variable width right–of–way;

THENCE, S 25°42'04" E, a distance of 717.72 feet, to a concrete monument found;

THENCE, S 26°38'50" E, a distance of 451.89 feet, to a point of corner, from which a 1/2–inch iron rod found for the southeast corner of said US75VA Investments LLC tract bears S 26°38'50" W, a distance of 22.63 feet;

THENCE, N 88°44'23" W, a distance of 33.95 feet;

THENCE, N 26°38'50" W, a distance of 436.24 feet;

THENCE, N 25°42'34" W, a distance of 630.48 feet;

THENCE, N 88°55'18" W, a distance of 11.99 feet, to a 1/2–inch iron rod found for the southeast corner of said Lot 4R, same being the northeast corner of said US75VA Investments LLC tract;

THENCE, N 00°43'47" E, a distance of 91.66 feet to the POINT OF BEGINNING, with the subject tract containing 34,127 square feet or 0.783 acres of land.

NOTES:

1. Basis of bearing being Grid North, Texas State Plane Coordinate System, North Central Zone 4202, North American Datum NAD83. Adjustment Realization 2011. Epoch 2010.00.
2. A parcel plat map of even date hereby accompanies this legal description.

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No. F-2121 • TBLS No. F-10041100 • www.spiarseng.com

Drawn:	Checked:	Date	Job No.
VMS	DKB	5/15/26	25–242

30' SANITARY SEWER EASEMENT
WILLIAM BLUNDELL SURVEY, A-115
CITY OF VAN ALSTYNE
GRAYSON COUNTY, TEXAS

Drawing: G:\2025 JOBS\25–241 NWC VA Pkwy–75\SURVEY\DWG\30' SS Esmt.dwg Saved By: Vsoto25 Save Time: 6/8/2026 3:55:48 PM Plotted by: vsoto25 Plot Date: 10/8/2026 8:24 AM

HISTORICAL MUSEUM/CARTWRIGHT HOUSE

October 2026 Monthly Report

Submitted by Lisa Farris, Curator



This month:

- The museum hosted 79 guests.
- Volunteers clocked 21 hours this month.

This Month:

- The curator presented a program on the history of the Van Alstyne Historical Museum and its contents to the regional meeting of the Daughters of the Republic of Texas in the First Baptist Church Auxiliary Building. About 40 women attended and toured the museum afterwards.
- The Van Alstyne Historical Board met in the museum's kitchen for their quarterly meeting.
- The newly established Arts Commission Board also met in the kitchen for one of their meetings.
- Local resident, Jon Appleby, interviewed the curator for a YouTube feature titled "Haunted Van Alstyne: Ghost Stories"
- Kathy Moore, local resident and talented artist, included the museum in her "Van Alstyne Our Hometown…Our Story…" coloring book. Books are available at the museum for $10, and Kathy is donating 50% of the sales to the museum.
- The curator passed out candy during the Fall der All event at the end of the month.

Upcoming events:

- A veteran display will be in the front entry during the month of November.
- The curator will speak to the First United Methodist Women's group November 16 in Benton Hall.

- Santa is scheduling families in the museum's parlor beginning November 28 and every Saturday until Christmas.

Future plans include:

- Show and Tell Night at the Museum TBA "Bring your artifacts and share them with others"
- Special presentations by pioneer descendants, revealing stories and sharing artifacts from their family history - TBA
- Historic Crimes in Grayson County -a presentation by Donald Hash TBA
- A presentation of Robert Fielder's 'Hometown Happenings' and WWII letters from 'the boys' – TBA
- Cemetery tour TBA

Note: The museum sends out emails monthly to museum patrons.



Gammie & Mo Explore V

Color Our Town. Preserve O

Take home a special coloring boo
the people, places, and history
Van Alstyne so wonder

SPECIAL MUSEUM

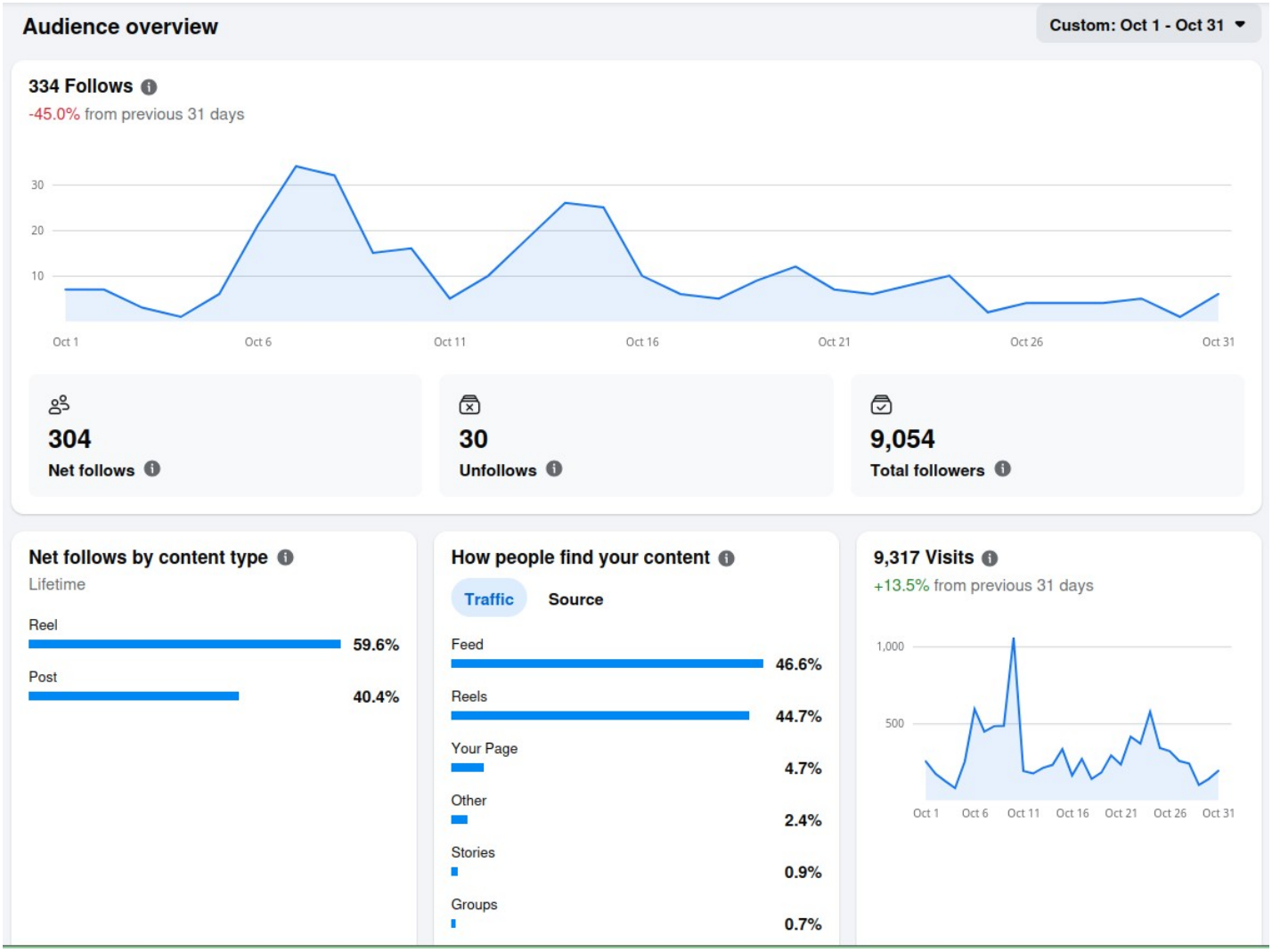
$10 PER BOO

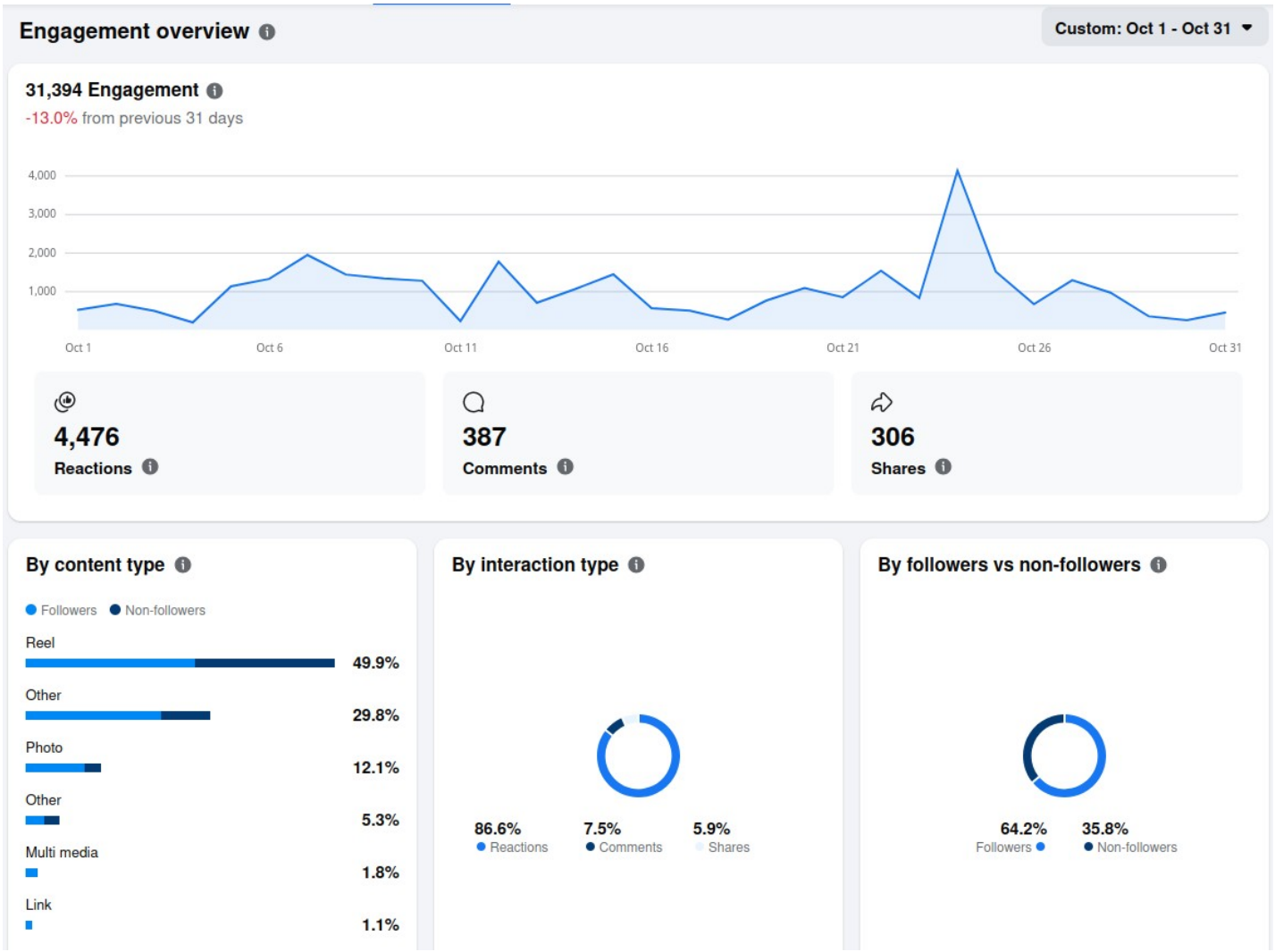
50% OF EVERY PURCHA

Marketing and Media Report for October, 2026

Respectfully Submitted by Mike Shaw

Facebook:




Engagement overview
Custom: Oct 1 - Oct 31
31,394 Engagement
-13.0% from previous 31 days
4,000
3,000
2,000
1,000
Oct 1
Oct 6
Oct 11
Oct 16
Oct 21
Oct 26
Oct 31
4,476
Reactions
387
Comments
306
Shares
By content type
Followers
Non-followers
Reel
49.9%
Other
29.8%
Photo
12.1%
Other
5.3%
Multi media
1.8%
Link
1.1%
By interaction type
86.6%
Reactions
7.5%
Comments
5.9%
Shares
By followers vs non-followers
64.2%
Followers
35.8%
Non-followers

YouTube:


In October, people watched your videos 2,775 times
Views
2.8K
18% more than Aug 31 – Sep 30, 2026
Watch time (hours)
56.2
30% less than Aug 31 – Sep 30, 2026
Subscribers
+11
120% more than Aug 31 – Sep 30, 2026
300
200
100
0
Oct 1, 2026
Oct 6, 2026
Oct 11, 2026
Oct 21, 2026
Oct 26, 2026
Oct 31, 2...

Your top content in this period

	Content		Average view duration	Views
1		Quiet Riot Rocks VA! Aug 11, 2025	0:43 (21.8%)	209
2		City Council Meeting, Tuesday, October 13, 2026 Oct 14, 2026	13:37 (15.7%)	152
3		Fall Der All THIS SATURDAY! Kandi & Mike Music Mix Oct 6, 2026	1:13 (26.1%)	128
4		City Manager's Report for October 2026 Oct 15, 2026	1:29 (14.6%)	122
5		The Smoke Testing Report and Public Works is already fixing problem areas Aug 10, 2026	0:20 (8.6%)	108
6		Fall Der All - Dowling Distilling Launches 152 Bourbon #fallderallva #vanals... Oct 16, 2026	0:29 (24.5%)	102
7		Downtown Trick or Treat THIS Saturday! Oct 19, 2026	1:36 (39.8%)	102
8		Fall Der All 2026 was a BLAST! Oct 19, 2026	2:00 (50.6%)	87

Email Newsletter:

VA Insider, October 26, 2026 Subject: VA Insider, October 26, 2026	Mon, Oct 26, 2026 4:17 PM	Sent Mon, Oct 26 4:17 PM	Opens 40% Clicks 5.5%	City of Van Alstyne Email Newsletter All subscribers 743 recipients
Resend: VA Insider, October 19, 2026 Subject: VA Insider, October 19, 2026	Mon, Oct 19, 2026 5:52 PM	Sent Wed, Oct 21 5:45 PM	Opens 23.5% Clicks 1.8%	City of Van Alstyne Email Newsletter 1 segment 166 recipients
VA Insider, October 19, 2026 Subject: VA Insider, October 19, 2026	Mon, Oct 19, 2026 5:51 PM	Sent Mon, Oct 19 5:51 PM	Opens 39.1% Clicks 5.9%	City of Van Alstyne Email Newsletter All subscribers 740 recipients
Resend: VA Insider, October 12, 2026 Subject: VA Insider, October 12, 2026	Tue, Oct 13, 2026 11:41 AM	Sent Wed, Oct 14 4:15 PM	Opens 27.8% Clicks 2.4%	City of Van Alstyne Email Newsletter 1 segment 169 recipients
VA Insider, October 12, 2026 Subject: VA Insider, October 12, 2026	Mon, Oct 12, 2026 4:12 PM	Sent Mon, Oct 12 4:12 PM	Opens 36.8% Clicks 5.3%	City of Van Alstyne Email Newsletter All subscribers 739 recipients
Resend: VA Insider, October 5, 2026 Subject: VA Insider, October 5, 2026	Mon, Oct 5, 2026 4:10 PM	Sent Wed, Oct 7 4:15 PM	Opens 24.9% Clicks 1%	City of Van Alstyne Email Newsletter 1 segment 197 recipients
VA Insider, October 5, 2026 Subject: VA Insider, October 5, 2026	Mon, Oct 5, 2026 4:10 PM	Sent Mon, Oct 5 4:10 PM	Opens 35.8% Clicks 0.81%	City of Van Alstyne Email Newsletter All subscribers 739 recipients

Instagram:



Interactions

858
Interactions

Followers	**85.2%**
Non-followers	**14.8%**
Accounts engaged	**251**

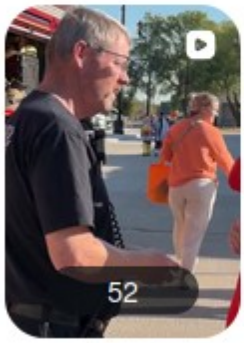
By content interactions

Reels	61.3%
Posts	38.7%

• Followers and non-followers

Top content based on interactions

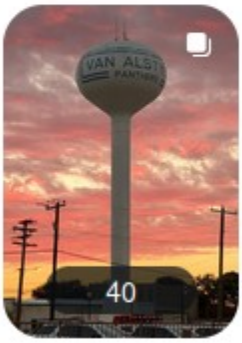
See all



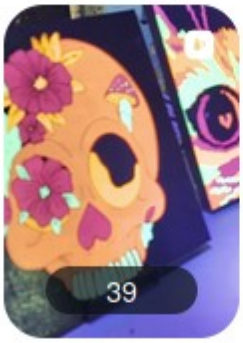
Oct 31



Oct 14



Oct 15



Oct 15



Oct 7

Views

19,268
Views

Followers	**55.8%**
Non-followers	**44.2%**
Viewers	**3,506**

By content type

All | Followers | Non-followers

Reels		65.9%
Posts		34.1%

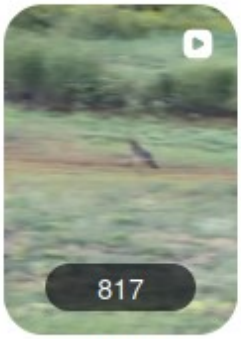
• Followers • Non-followers

Top content based on views

See all



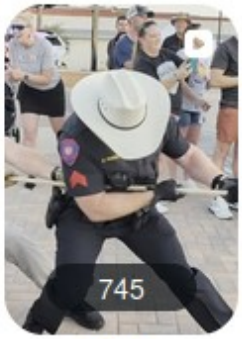
Oct 7



Oct 5



Oct 27



Oct 6



Oct 12

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- The curator will speak to the First United Methodist Women's group November 16 in Benton Hall.
- Santa is scheduling families in the museum's parlor beginning November 28 and every Saturday until Christmas.

Future plans include:

- Show and Tell Night at the Museum TBA "Bring your artifacts and share them with others"
- Special presentations by pioneer descendants, revealing stories and sharing artifacts from their family history - TBA
- Historic Crimes in Grayson County -a presentation by Donald Hash TBA
- A presentation of Robert Fielder's 'Hometown Happenings' and WWII letters from 'the boys' – TBA
- Cemetery tour TBA

Note: The museum sends out emails monthly to museum patrons.



Monthly Report — October 2026

Parks

The City of Van Alstyne's Parks Department has completed several maintenance projects and improvements throughout the park system this month, continuing our commitment to providing clean, safe, accessible, and welcoming spaces for residents and visitors to enjoy.

Hynds Park
Hynds Park received extensive cleaning and general maintenance. The pond water level has increased significantly, and ongoing weeding, landscaping, and flowerbed maintenance have helped enhance the park's overall appearance and beauty.

Forrest Moore Park
Concrete repairs were completed to improve accessibility to the restroom and concession areas. Additionally, clearing the overgrown ditches along Highway 5 provided the park with a much-needed facelift and improved its overall appearance.

McKinney Wilson Park
Work has continued on clearing the conservation buffer, along with removing trees and overgrowth along the park's entrance to improve visibility and maintain the area.

Dorothy Fielder Park
The park fountain was thoroughly cleaned and winterized in preparation for the colder months.

Central Social District Park
The splash pad has been winterized for the season.

Park Restrooms
All park restrooms, with the exception of Forrest Moore Park, have been winterized for the season. Portable restrooms have been placed onsite at the affected parks and will remain available for public use through the winter months until the restrooms reopen in the spring.

The Parks Department team continues to work hard behind the scenes to maintain, improve, and beautify our parks and public spaces. These ongoing efforts help ensure that Van Alstyne's parks remain inviting and enjoyable places for our community to gather and spend time together.

Senior Center

The Van Alstyne Senior Center continues to be an active and important gathering place for our senior citizens. Attendance has reached record-breaking levels as residents and neighboring residents continue to participate in the many programs and activities offered throughout the month.

Activities have included **line dancing, mahjong, bingo, chair volleyball**, and many other opportunities for recreation, social connection, and community engagement.

The continued growth and participation at the Senior Center reflects the importance of providing engaging activities and a welcoming space for Van Alstyne's senior community

Recreation Center

The Van Alstyne Recreation Center continues to be a staple for our youth and families, providing a much-needed indoor space for recreation and physical activity.

Basketball, volleyball, and pickleball continue to be popular activities at the center, giving residents opportunities to stay active, spend time with friends and family, and enjoy recreational activities throughout the month.

The Recreation Center remains an important part of the community, providing accessible recreational opportunities for residents of all ages.

Events

The **Sounds of Summer Concert Series** officially wrapped up its 2026 season with an outstanding performance by **Jack Ingram**. It was a fantastic show and a great way to close out another successful summer concert season.

We appreciate everyone who attended and helped make the 2026 Sounds of Summer series a success. These events continue to provide opportunities for our community to come together, enjoy live music, and celebrate everything that makes Van Alstyne a great place to live.

Looking Ahead

As summer comes to a close, Parks and Recreation is looking forward to the arrival of **fall** and all that the new season brings. The department will continue focusing on maintaining and improving our parks and facilities while providing quality programs, activities, and events for the Van Alstyne community.

Recreation Center

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The Recreation Center remains an important part of the community, providing accessible recreational opportunities for residents of all ages.

Events

The City of Van Alstyne has had an exciting and event-filled month, bringing our community together through several successful family-friendly events!

National Night Out
National Night Out was a huge success for our community, providing a wonderful opportunity for residents to connect with our Police and Fire Departments. The evening was filled with fun, fellowship, and friendly competition, with our Fire Department taking home the bragging rights and winning this year's annual Tug-of-War contest!

Fall Der All
Fall Der All brought crowds from near and far to celebrate in our newly renovated downtown area. Visitors enjoyed a variety of family-friendly attractions, including a free carnival, petting zoo, and numerous activities for all ages. With more than 150 unique vendors participating, downtown Van Alstyne was buzzing with excitement, shopping, and community spirit!

Downtown Trick or Treat
Our annual Downtown Trick or Treat brought thousands of visitors downtown for an evening of Halloween fun, tricks, and treats! Families enjoyed visiting participating merchants, enjoying the festivities, and showing off their creative costumes. This year's costume contest was a huge hit, with the winning costume going to **"Maverick" from Top Gun!** It was a fantastic evening filled with Halloween spirit and memories for families throughout our community.

Looking Ahead to the Holidays
As we wrap up another exciting season of community events, we are already gearing up for the holidays! We look forward to bringing even more opportunities for families, friends, and visitors to come together, make memories, and experience everything Van Alstyne has to offer. We appreciate everyone who continues to support our events and help make our community such a special place to call home!

City Council Meeting

November 2026

Public Safety Monthly Report

Reporting Periods: October 3, 2026 - October 30, 2026 (Police, Dispatch, Court and Records); October 2026 (Fire)

Police Department Report

Category	Total
Calls For Service	4,081
Incident Reports	49
Training Hours	162

Communications / Dispatch Report

Category	Total
911 Calls Received	173
Calls For Service	3,750
Dispatch Training Hours (includes 80-hour TCO course)	104
Phone Calls - Total	5,270

Municipal Court / Records Report

Category	Total
Municipal Court Cases Closed	265
Municipal Court Training Hours	2
Records Requests	67

Fire Department Report

Call Statistics for October 2026

Staffing Vacancies: Full-time: 2 (1- FF/Paramedic, 1- Driver/Engineer). Hiring process ongoing.

Personnel Training Hours: 360 (submitted fire report labels these as January hours; reporting month to be confirmed).

Major Projects / Events

- Reviewing, revising, and adding departmental SOP/SOGs
- Updating certain existing SOPs to meet new state mandates
- Public Safety Facility OAC meetings
- Long-term station and staff planning
- Working with the EMS Billing Company on Medicare revalidation
- AFG Grant
- Texas Fire Chiefs Workshop in December
- Fire Prevention Week was a success

Core Primary Incident Type Category

Category	Total
Fire	6
Hazsit	9
Medical	77
Non-emergent	2
Public service	11
Total	105

Summary

During the October 3–30 reporting period, the Police Department recorded 4,081 calls for service, 49 incident reports, and 162 training hours. Communications received 173 911 calls, handled 3,750 calls for service, completed 104 training hours (including an 80-hour TCO license course), and processed 5,270 phone calls. Municipal Court closed 265 cases and completed 2 training hours, while Records processed 67 requests. For October 2026, the Fire Department reported 105 incidents and submitted 360 personnel training hours (labeled January in the source report; reporting month to be confirmed).