City Council Meeting Agenda

Tuesday, August 25, 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. PUBLIC TESTIMONY

Members of the public who wish to address the City Council may do so only regarding items listed on this open meeting agenda and will be limited to three minutes for their remarks. To be recognized, a "Public Comment Form" must be submitted to and received by the City Secretary no later than the conclusion of Agenda Item 1 (Call to Order).

III. CONSENT AGENDA

A. Approve moving the regularly scheduled city council meeting from November 10, 2026, to November 9, 2026.

B. Adopt a resolution authorizing the City Manager to request temporary closure of a portion of Farm to Market Road 121 for certain City Entertainment District Events as listed in the City's special events ordinance.

RES 08-2026-XX Closure of FM121 for Special Events 08.25.2026

IV. INDIVIDUAL CONSIDERATION ITEMS

A. Consider/Discuss/Action on an Ordinance Authorizing the Issuance and Sale of Up to $16,250,000 City of Van Alstyne, Texas Combination Tax and Revenue Certificates of Obligation, Series 2026 to Provide Funds for Street and Utility System Improvements; Levying an Annual Ad Valorem Tax and Providing for the Payment of Said Certificates; and Ordaining Other Matters Relating to the Subject.

B. Consider/Discuss/Action on an Ordinance Authorizing the Issuance and Sale of Up to $7,400,000 of City of Van Alstyne, Texas, General Obligation Refunding Bonds, Taxable Series 2026; Levying an Annual Ad Valorem Tax and Providing for the Security for and Payment of Said Bonds; Providing an Effective Date; and Ordaining Other Matters Relating to the Subject.

V. PRESENTATIONS

A. Hilltop Securities Inc. regarding proposed Plan of Finance relating to City of Van Alstyne, Texas, Special Assessment Revenue Bonds, Series 2026 (Lone Tree Public Improvement District Phase #1 Project) and provide feedback and direction to City staff and consultants regarding said Plan of Finance.

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

VII. 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.

A RESOLUTION OF THE CITY OF VAN ALSTYNE, GRAYSON AND COLLIN COUNTIES, TEXAS, AUTHORIZING THE TEMPORARY CLOSURE OF A PORTION OF FARM TO MARKET ROAD 121 FOR CERTAIN CITY ENTERTAINMENT DISTRICT EVENTS ("EVENT") AS LISTED IN THE CITY'S SPECIAL EVENTS ORDINANCE.

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 has determined that Annual Event and Festivals (the "Event") as listed in the Entertainment District Events Ordinance, hereby attached as Exhibit "A", will utilize a State Right-of-Way; and

WHEREAS, the State of Texas (the "State") owns and operates a system of highways for public use and benefit within the City of Van Alstyne, Texas; and

WHEREAS, the 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System; and

WHEREAS, the City has determined that the Event will serve a public purpose by enhancing community and economic development with the City and is consistent with its policy for economic development; and

WHEREAS, the City Council believes it to be in the best interest, safety and welfare of its citizens to close portions of State Highway 121 ("S.H. 121") in Grayson County for purposes of holding the Event; and

WHEREAS, the City in recognition of the public purpose for the Event wishes to cooperate with the State, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12

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

SECTION 1. The agreement between the State of Texas and the City of Van Alstyne for the temporary closure of FM 121 related to an Event, attached hereto as Exhibit "B" and made a part thereof, is approved by the Van Alstyne City Council and hereby grants the City Manager authorization to execute the agreement on behalf of the City of Van Alstyne and transmit it to the State of Texas for appropriate action.

SECTION 2. The City Council of the City of Van Alstyne authorizes and approves the temporary closure of portions of S.H. 121, both the east and west lanes from the east side of 130 E. Jefferson St (US Postal Service property) to S John Douglas Rd, for the Event. This closure shall be for the public purpose of holding the community Event.

SECTION 3. The city assumes full responsibility for the direction, protection, and regulation of the traffic during the time the Event is taking place.

SECTION 4. The city shall assume all costs associated with the event.

SECTION 5. Barricades will be installed at both ends of the closure that provide the City's citizens with information of the closure and law enforcement or authorized personnel shall be positioned at each end of the closed section and at other posts as may be necessary to assist in directing traffic through the detour.

SECTION 6. Any temporary traffic control devices used on state highway right of way under the terms of the agreement must be devices included in the department's Compliant Work Zone Traffic Control Device List.

SECTION 7. TXDOT reserves the right to inspect the implementation of the traffic control plan and if the traffic control is found to be inadequate, the city will bring the traffic control into compliance with the originally submitted plan, upon written notice from TXDOT noting the required changes, prior to the event.

SECTION 8. TXDOT may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

SECTION 9. The Van Alstyne Police Department has reviewed traffic control for the event and believes them to be adequate.

SECTION 10. The city will complete all revisions to the traffic control plan as requested by the district engineer within the required timeframe or the attached agreement will be terminated upon written notice from the district engineer to the city.

SECTION 11. Any failure to cooperate with the department may constitute reckless endangerment of the public and the DPS may be notified of the situation as soon as possible for appropriate action, and not following the traffic control plan or department instructions may result in a denial of future use of the right of way for three years.

SECTION 12. All debris shall be removed by the City of Van Alstyne prior to the re-opening of the temporary closed portion of S.H. 121.

SECTION 13. The City will avoid or minimize impacts, and will, at its own expense, restore or repair damage occurring outside the right of way and restore or repair the right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles, pavement, etc., to a condition equal to that existing before the closure, and restore the natural and cultural environment in accordance with federal and state law, including landscape features.

SECTION 14. The city understands that it must abide by all applicable federal, state, and local environmental laws, regulations, ordinances, and any conditions or restrictions required by the department to protect the natural environment and cultural resources on the right of way.

SECTION 15. The City shall indemnify and save harmless the state, its officers, employees, agents, and contractors from claims and liabilities due to the activities of the city.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VAN ALSTYNE, TEXAS ON THIS 25TH DAY OF AUGUST 2026.

APPROVED:	**ATTEST:**
Jim Atchison, Mayor	**Susan Coffer, City Secretary**

CITY OF VAN ALSTYNE ORDINANCE NO. 2007

AN ORDINANCE OF THE CITY OF VAN ALSTYNE, GRAYSON & COLLIN COUNTIES, TEXAS, DESIGNATING CERTAIN CITY EVENTS AS BEING 2026 "ENTERTAINMENT DISTRICT EVENTS";PROVIDING FOR, SAVINGS, REPEALING, AND SEVERABILITY CLAUSES; 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, the City Council of the City of Van Alstyne ("Council") desires to foster and encourage public gatherings, create and encourage the growth of destination-oriented venues and events and create a vibrant municipal district and believes this is best for the citizens of the City; and

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

SECTION 1. EVENTS DESIGNATED. Council hereby designates the following events as Entertainment District Events as defined in 36-132 of the City of Van Alstyne's Code of Ordinances, for 2026:

June-September	Sounds of Summer Concert Series
October	Fall Celebration "Fall Der All"

SECTION 2. RECITALS INCORPORATED. The findings recited above are incorporated as if fully set forth in the body of this Ordinance.

SECTION 3. SAVINGS/REPEALING CLAUSE. 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. SEVERABILITY. 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. STATUTORY REFERENCES. 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. EFFECTIVE DATE. 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 10TH DAY OF MARCH 2026.

APPROVED: ATTEST:

CITY OF VAN ALSTYNE TEXAS

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

Agreement No._____

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Van Alstyne, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including State Highway 121, in Grayson, County; and

WHEREAS, the local government has requested the temporary closure of State Highway 121 for the purpose of _____, from _____to _____as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 10th day of March, 2026, the City of Van Alstyne City Council passed Ordinance No. 2007, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the

proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as “Exhibit C.”

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State’s right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government’s traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore

or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

(1) By mutual written agreement and consent of both parties.

(2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.

(3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.

(4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS
Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS
The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION
In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES
All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	**State:**
City of Van Alstyne	Texas Department of Transportation
152 N. Main Dr.	_____
PO Box 147	_____
Van Alstyne, TX 75495	_____

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT
This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

THE CITY OF Van Alstyne
Executed on behalf of the local government by:

By_____ Date_____
City Official

Typed or Printed Name and Title Lane Jones

City Manager

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

By_____ Date_____
District Engineer

Exhibit A
Event Description

Exhibit B
Ordinance

Exhibit C
Map

Exhibit D
Insurance

Exhibit E
PD Letter