

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Joel Castro, At-Lg P2
Martin Vela, District A
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda

Thursday, April 3, 2025

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday, **APRIL 3, 2025**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Proclamation - Crime Victim's Rights Week - April 6-12, 2025.
- B. Proclamation - Telecommunications Week – April 13-19, 2025.
- C. Economic Development Departmental Presentation.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the March 6, 2025, City Council meeting minutes.
- B. Consider the cancelation of April 17, 2025, City Council Meeting.
- C. Proclaim the month of April 2025 as Fair Housing Month in the City of Alvin, Texas.
- D. Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2025 season.
- E. Consider an Interlocal Agreement between the City of Alvin and the Rosharon Volunteer Fire Department for fire protection services for the Preservation Creek Subdivision Development Area through December 31, 2025, for an amount not to exceed \$12,000.00; and authorize the Mayor to sign the Agreement upon legal review.
- F. Consider Resolution 25-R-07, suspending the April 19, 2025, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, to implement interim GRIP rate

adjustments for gas utility investment in 2024; and requiring delivery of this Resolution to the Company and to legal counsel.

- G. Consider Resolution 25-R-08, a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the Home for the Holidays Parade; authorizing the Mayor to sign the agreement upon legal review; and setting forth other provisions related thereto.
- H. Consider Resolution 25-R-09, a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the Frontier Day Parade; authorizing the Mayor to sign the agreement upon legal review; and setting forth other provisions related thereto.
- I. Consider an award of bid to Reddico Construction Company, Inc., for the Lift Station 23 Expansion and Elimination of Lift Stations 1, 15, 16, and 43 Project in the amount of \$34,907,604; and authorize the City Manager to sign the contract upon legal review.
- J. Consider an award of bid to Ballew Construction, LLC, for the 2025 Victory Lane and Clifford Street Asphalt and Drainage Project in the amount of \$1,696,028.99; and authorize the City Manager to sign the contract upon legal review.

6. OTHER BUSINESS

- A. Consider Ordinance 25-G, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Minimum Requirements for Subdivision and/or Resubdivision; providing for penalties; providing for severability; and setting forth other provisions related thereto.
- B. Consider Ordinance 25-H, amending Chapter 5, Buildings, of the Code of Ordinances, City of Alvin, Texas, to adopt the 2024 International Building, Swimming Pool and Spa, Residential, Plumbing, Mechanical, Fuel Gas, Energy Conservation, Existing Building, and Property Maintenance Codes, each as published by the International Code Council, Inc.; providing certain amendments and deletions to said standard codes; providing a penalty of an amount not to exceed \$2,000 for each violation of any provision hereof; and providing a repealer clause, a severability clause, a savings clause, and an effective date.
- C. Consider Ordinance 25-I, amending Chapter 8, Electricity, of the Code of Ordinances, City of Alvin, Texas, providing for the adoption of the 2023 National Electrical Code as published by the National Fire Protection Association; providing certain amendments and deletions to said standard code; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.
- D. Consider Ordinance 25-J, amending Chapter 17, Plumbing, of the Code of Ordinances, City of Alvin, Texas, providing for the reference to the adoption of the 2024 International Plumbing Code as published, with certain amendments and deletions; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.
- E. Discuss and consider increasing City Council compensation (Garivey).
- F. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

- A. Items of Community Interest and/or review preliminary list of items for next Council meeting.

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. EXECUTIVE SESSION

- A. **Section 551.074** of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

10. RECONVENE TO OPEN SESSION**11. ADJOURNMENT**

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY March 31, 2025, at 4:00 p.m.**



_____/s Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**



Office of the Mayor, City of Alvin, Texas

Proclamation

-
- WHEREAS,** National Crime Victim's Rights Week is a time to acknowledge and address barriers to justice for all crime victims while recognizing the achievements of the victims' rights movement; and
- WHEREAS,** This year's theme of KINSHIP calls us to center our shared humanity in supporting survivors and victims of crime by ensuring access to essential services, rights, and healing; and
- WHEREAS,** Crime impacts individuals and communities alike, and true strength lies in fostering connections, actively listening, and working together to create lasting change and a future filled with hope for all survivors.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin and on behalf of the City Council, do hereby proclaim the week of April 6-12, 2025, as

Crime Victims' Rights Week

and call upon all residents to stand in solidarity with crime victims and to honor the dedicated advocates who work tirelessly to bring hope, healing, and justice to our community.

WITNESS my hand and seal
this 3rd day of April 2025.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

WHEREAS, Public Safety Telecommunicators have been nationally recognized since 1981, celebrating the invaluable and often unseen work of emergency dispatchers; and

WHEREAS, These dedicated professionals serve as the vital link between our community and life-saving emergency services, demonstrating unwavering professionalism, compassion, and efficiency while ensuring seamless communication with first responders; and

WHEREAS, The Public Safety Telecommunicators of the City of Alvin exemplify commitment and courage, bringing order to chaos and providing reassurance and support to citizens in their moments of greatest need;

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council, do hereby proclaim the week of April 13-19, 2025, as

Public Safety Telecommunicators Week

in the City of Alvin, Texas, in the City of Alvin, Texas, and encourage all residents to join us in honoring these silent heroes whose dedication and service keep our community safe.

WITNESS my hand and seal
this 3rd day of April 2025.

Gabe Adame, Mayor



Economic Development Annual Departmental Update

Paul M. Chavez, Economic Development Director

April 3, 2025

How do Economic Development action items benefit the City?



External

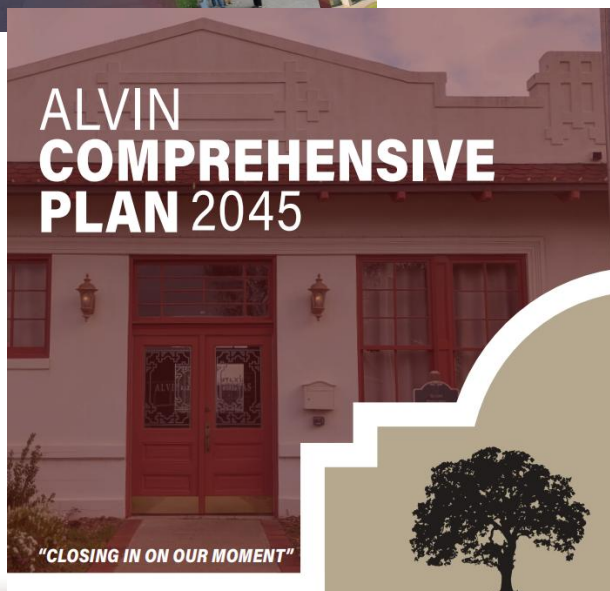
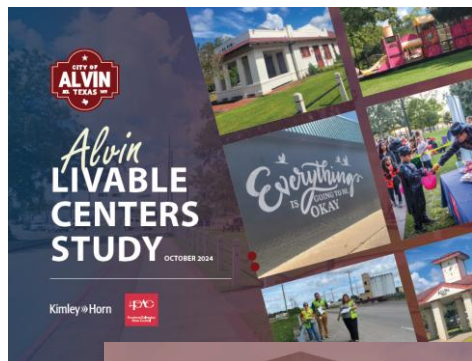


Internal



Internal Action Items

- Livable Centers Study
- Comprehensive Master Plan Update
 - RFP & CPAC
- Downtown Development Grant Program
- Incentive Policy & Application
- Economic Development Advisory Committee
- 380 Agreement
- TIRZ #1 and #2
- Tracking Residential Development





Internal Action Items

- Local business visits: 38
 - restaurants, light industrial, and retail
- Real estate site visits: 22
 - Properties along 35, Gordon Street, and Highway 6
- Northern Brazoria County Chamber of Commerce
 - Government Relations Meetings
- TXDOT meetings on 35/99, FM 517, and Gordon Street
- Texas Economic Development Council sessions
- Attending and follow up on PreDevelopment Meetings: 47
- Presentations: Lions Club, Citizen's Academy, Chamber of Commerce



External Action Items

- Texas Business Real Estate & Houston Business Journal interviews
- Houston Industrial Conference – panelist
- Commercial Gateway Conference – economic outlook panelist
- Presentations: RE/MAX, Colliers, Transwestern, Stewart Title, New Quest, Chocolate Bayou CAP, HREDA, and Cushman Wakefield
- Houston Region Familiarization Tour

WITH FAVORABLE DEMOGRAPHICS, BOOMING RESIDENTIAL CONSTRUCTION, NOW IS THE TIME FOR RETAILERS TO CONSIDER ALVIN, TEXAS

Whether it pertains to development, investment, lending or leasing, successful deal execution in commercial real estate often comes down to timing, and there has never been a better time for expanding retail, restaurant and entertainment users to consider Alvin, Texas.

Within the core area of Alvin, a city located south of Houston, there are no fewer than nine single-family home developments totaling nearly 1,000 lots in various phases of development. Household names such as D.R. Horton, Beazer and South Douglas are among the builders bringing new rooftops to Alvin, where affordability has not been compromised due to growth.

Home prices across all of these new developments generally peak at about \$400,000, which is very much in line with the national median average. And with the greater Houston area currently ranking No. 5 among the country's most populous metropolitan areas, demand for those new homes is no concern.

But with most new residential developments expected to be complete within the next six to eight months, it's critical for retailers and restaurants that want to take advantage of this pathway of growth to act quickly.

In terms of sheer demographics, Alvin is also a great landing spot for not just retailers, food-and-beverage users of all types and first-to-market entertainment concepts. A quick Google search of the area reveals an estimated population of about 27,000 as of the 2020 census, but in reality, Alvin's daytime population is more than double that number. In addition, the trade area has seen its population grow by nearly 25 percent over the past decade or so, now clocking in at about 34,000 heads.

The city's base of residents and workers also includes a strong concentration of young people. Alvin's median age is a ripe 37.3 years, and the population is especially skewed toward individuals under the age of 19 and between the ages of 25 and 44 — sweet spots for retail and restaurant users of all varieties. And with an average household income of just under \$100,000, these people are ready to spend.

Further, people who live and work in Alvin tend to be clustered in jobs and industries that are relatively unimpacted by larger economic downturns. These fields include healthcare and education, although the city is also seeing growth in complementary industries such as hospitality and professional services. Economic diversification has become a hallmark of the Houston area over the past decade as energy prices have demonstrated greater volatility, and Alvin has not shied away from embracing that trend.

Average daily traffic counts in excess of 20,000 vehicles per day along Alvin's primary thoroughfares have drawn a high number of national and credit retailers to the market in recent years. Car-giant brands such as Kroger, Chick-fil-A, Starbucks, The Home Depot and Target Fitness have also recognized Alvin's appeal and established presences here. Yet the retail market is also growing such that it supports more regional users like H-B-B, Whataburger and Bojangles.

With a significant amount of green-field space available for development, along with two major highways and two national rail lines — not to mention the impending expansion of State Highway 99 — Alvin has both the land and infrastructure to accommodate commercial and residential growth. The aforementioned thoroughfare expansion project is expected to be especially impactful in terms of unlocking additional sites and pathways for new development.

In addition, the city has a reputation for being proactive in terms of investing in water, wastewater and street infrastructure upgrades, as well as beautification projects to keep Alvin a quality community for residents and businesses alike.

To learn more about the exciting opportunities that await developers, investors and operators in the great city of Alvin, please visit www.alvin-tx.gov or contact Paul Chavez, director of economic development, at paul.chavez@alvin.tx.gov.

Want commercial real estate news delivered to your inbox?

Subscribe to the daily **REBusinessOnline e-newsletter** at www.rebusinessonline.com

Subscribe to the twice-weekly **Real Estate Business e-newsletter** at www.francemedia.com

Retail • Restaurant • Entertainment Users

NOW IS TIME TO CONSIDER

With most new residential developments expected to be complete within the next six to eight months, it's critical for retailers and restaurants that want to take advantage of this pathway of growth to act quickly!

WE ARE SEEKING

- Clothing Retailers
- Grocery
- Fast Casual Dining
- Seafood Restaurants
- Shopping Center Development

JOIN THESE RETAILERS:

LET'S GET THE CONVERSATION STARTED ABOUT OPPORTUNITIES IN ALVIN

Contact Paul M. Chavez, Economic Development Director: 281.388.4281 (office) • 281.692.8505 (cell) • paul.chavez@alvin.tx.gov

www.REBusinessOnline.com Texas Real Estate Business • December 2024 • 23

External Action Items

Prospect Visits **In Alvin** 12

- Restaurant: 9
- Industrial: 2
- Warehouse: 1

Prospect Visits **Off Site** 26

- Restaurant: 15 – of these 15, 5 translated to **In Alvin**
- Industrial: 1
- Business Park Development: 1
- Retail Site Development: 9





NEW BUSINESSES



ICSC Red River Conference - January 2025		
company		contacts
1 Anchor Construction	Construction / Contractor	Brock Bly
2 Brixmor	Developer	Brett Milke & Pete Anastasi
3 CBRE	Developer	Henry Joseph
4 Chipotle	QSR	Ryan DiGiovanni
5 Colliers International	Developer	Adriana Shaw
6 Dhanani Group	Retail developer	Nikhil Dhanani
7 Dutch Bros	QSR	Russell Bartlett
8 Fidelis	Financial	Carson Wilson IV
9 Firehouse Subs	QSR	Adam Stokes
10 Floor & Decor	Retail Store	Rocco Silvestri
11 Frankel Development Group	Developer	Bruce Frankel
12 Fuzzy Tacos	QSR	Tamika Crittenden
13 GoTo Foods	Multi retail chain co.	Julie Bailey
14 Inspire	Multi retail chain co.	Megan Lahti
15 Jersey Mike's	QSR	Mark Reed
16 KIMCO	Developer	Ali Webre Runkel
17 Kimley Horn	Consultant	Zayne Riggins
18 Longhorn 1031 Exchanges	Financial	Jasir Jamal
19 McDonald's	QSR	Andrew Richartds
20 New Quest	Developer	Andrew Alvis

TRADE SHOWS

Retail Live - August 2024

- 41 prospects
 - 14 developers
 - 27 retail and commercial



ICSC Red River - January 2025

- 38 prospects
 - 22 developers
 - 16 retail and commercial



WHAT'S NEXT



Key Performance Indicators

- Local business visits: 50
- Real estate site visits: 30
- Implementation of Livable Centers Study and the Updated Comprehensive Master Plan *(August 2025)*
- Create Alvin Commercial Real Estate Network
 - Alvin Real Estate Day



Alvin Economic Development Advisory Committee

- Review of Comp Plan implementation strategies.
- Workshop to draft recommendations on business recruitment and retention, land use, marketing, and potential financing.
- Workshop on target Industries and potentially buying land.
- Restaurant diversification workshop.
- May 13 • August 12 • November 11

Jevon Gibb
CEO
The Woodlands

Kelly Violette
Executive Director
Tomball Economic Development Corporation

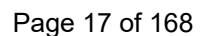
Lucian Bukowski
Vice Chairman
Stream Realty Partners

Paul Chavez
Economic Development Director
City of Alvin

Shane Waddell
Attorney
Porter Law Firm

Vince Yokom
Executive Director
Waller County Economic Development Partnership

Tuesday • June 3





RETAIL LIVE!

CONFERENCE, RETAILERS

SouthCentral 2025

SEPTEMBER 4, 2025 AUSTIN, TEXAS JW MARRIOTT AUSTIN

DETAILS

ICSC@RED RIVER

February 17-18, 2026

Kay Bailey Hutchison Convention Center
Dallas, Texas, United States

The National Franchise Show

Presented By
THE ENTREPRENEUR'S SOURCE

OWN YOUR OWN BUSINESS!

June 7-8, 2025: Houston - George R. Brown Convention Center - The Grand Ballroom

Sat. 11am-5pm • Sun. 11am-4pm | [Get Free Tickets - Register Online Now!](#)



Paul M. Chavez

Economic Development Director

(281) 388-4281 Office

(281) 692-8505 Cell

paul.chavez@alvin.gov

“Serving With Pride!”

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, MARCH 6, 2025
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Sessions at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Chris Vaughn, Joel Castro, Glenn Starkey, Richard Garivey and Meagan DeKeyzer.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; and Todd Arendell, Police Captain.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Adame gave the invocation. Council member Moore led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Proclamation Youth Art Month.

Mayor Adame proclaimed March 2025 as Youth Art Month.

PUBLIC COMMENT

John Hasso from the Brazoria County Veterans Association presented comments regarding the Veterans Day Parade that will be held on November 11, 2025.

CONSENT AGENDA

Consider approval of the February 20, 2025, City Council meeting minutes.

Consider Resolution 25-R-06 of the City Council of the City of Alvin, authorizing members of the governing body to volunteer for organizations that protect the health, safety, or welfare of the municipality in accordance with Texas Local Government Code Section 21.003; and setting forth other provisions related thereto.

The proposed resolution authorizes members of the Alvin City Council to serve as volunteers for organizations that protect the health, safety, or welfare of the municipality, in accordance with Texas Local Government Code Section 21.003. While this Resolution permits council members to engage in such volunteer service, they may be required to recuse themselves from discussions or votes on matters related to the organization with which they volunteer, in accordance with applicable ethical and legal considerations.

Section 21.003 of the Texas Local Government Code provides:

"MEMBERS OF MUNICIPAL GOVERNING BODIES MAY VOLUNTEER. A member of the governing body of a municipality may serve as a volunteer for an organization that protects the health, safety, or welfare of the municipality, regardless of whether the organization is funded or supported in whole or part by the municipality if the governing body adopts a resolution allowing members of the governing body to perform service of that nature."

Staff recommends approval of Resolution 25-R-06.

Consider a bid award (B-25-01) to Univar Solutions as the vendor for providing Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$20,000 per year; and authorize the City Manager to sign the agreement upon legal review.

Sodium Bisulfite is used at the Wastewater Treatment Plant following chlorine disinfection prior to discharging the effluent to the receiving water to process and treat the wastewater. On February 18, 2025, bids were opened, and Univar Solutions was the lowest qualified bidder for Sodium Bisulfite at \$2.69 per gallon. Staff recommends approval of this bid.

Consider a bid award (B-25-02) to Brenntag Southwest, Inc., as the vendor for providing Sodium Hypochlorite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$110,000 per year; and authorize the City Manager to sign the agreement upon legal review.

Sodium Hypochlorite (liquid bleach) is a chemical used to disinfect the effluent (treated wastewater) from the city's wastewater treatment plant. On February 18, 2025, bids were opened and Brenntag Southwest, Inc. was the lowest qualified bidder for Sodium Hypochlorite at \$1.69 per gallon. Staff recommends approval of this bid award.

Consider a bid award (B-25-03) to Hawkins Inc., as the vendor for providing Polyphosphate for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$30,000 per year; and authorize the City Manager to sign the agreement upon legal review.

Phosphates have many uses in the treatment of drinking water. They are used to prevent "red" (from iron) and "black" (from manganese) water; to prevent and/or retard scale formation (from mineral depositing) and corrosion (from low pH and/or dissimilar metals) in the water distribution system; and to reduce soluble lead and copper in potable water delivered to the consumer's tap. On February 18, 2025, bids were opened, and Hawkins Inc. was the lowest qualified bidder for Polyphosphate at \$7.70 per gallon.

Consider an award of bid (B-25-05) to TAP Industrial Services Inc., for the 2025-2026 Concrete Repair Program, in an amount not to exceed the FY-25 budgeted amount of \$350,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract upon legal review.

On February 18, 2025, bids were opened for the 2025-2026 Concrete Repair Program, and TAP Industrial Services Inc. was the lowest qualified bidder. This contractor has performed services for the City and their provided references were checked. Total budgeted amount for Concrete Maintenance: \$350,000. The 2025-2026 Concrete Repair Program utilizes the Contractor to perform point repairs on concrete streets, sidewalks, curbs, storm inlets, and ADA ramps at locations throughout the City as directed by the City's Public Services Department. The City has bid Concrete Repair Program projects similar to this one for the last thirteen years. Staff recommends approval.

Consider Ordinance 25-E, amending Chapter 12 - Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of adding Section 12-11, Removal of Dead or Diseased Trees; and amending Chapter 15 - Offenses and Miscellaneous Provisions, Article IX. - Tree Preservation, for the purpose of amending Section 15-115, Tree Fund; providing for publication; providing for severability; and setting forth other provisions related thereto.

On January 16, 2025, the Alvin City Council held a workshop discussion regarding concerns about dead or diseased trees posing a hazard to public electrical infrastructure. The Council reviewed the challenges associated with trees that are structurally unsound, leaning, or at risk of falling onto power lines, and the need for a clear process to address these threats. Based on this discussion, the proposed ordinance establishes a formal mechanism for addressing such hazardous trees on private property. The ordinance grants the City the authority to require the removal of dead or diseased trees when a third-party certified arborist determines they pose a potential threat to electrical infrastructure. Property owners will be notified in writing and given 60 days to remove the tree(s) at their expense. If the owner fails to comply, the City may remove the tree(s) and assess the costs to the property owner. Additionally, if a tree presents an immediate and imminent danger to public electrical infrastructure, the City may take emergency action to remove it without prior notice. In such cases, the property owner will be notified as soon as practicable, and costs may be recovered through a lien process as outlined in the ordinance. This ordinance does not apply to disputes between private property owners regarding trees that do not impact public electrical infrastructure. An additional ordinance will be considered at this meeting to address the penalty provisions related to this ordinance, ensuring proper enforcement and compliance. Staff recommends approval of Ordinance 25-E as presented.

Item B, Consider Resolution 25-R-06, authorizing members of the governing body to volunteer for organizations, was removed from the Consent Agenda by Council member DeKeyser.

Council member Moore moved to approve the consent agenda as modified. Seconded by Council member Garivey; motion carried with all members present voting Aye.

OTHER BUSINESS

Item removed from the Consent agenda by Council member DeKeyzer: Consider Resolution 25-R-06 of the City Council of the City of Alvin, authorizing members of the governing body to volunteer for organizations that protect the health, safety, or welfare of the municipality in accordance with Texas Local Government Code Section 21.003; and setting forth other provisions related thereto.

Council member DeKeyzer requested the removal of Item B from the Consent Agenda, citing concerns about the timing of the resolution given the ongoing election season. She expressed that adopting the resolution at this time could be perceived as an endorsement of a current candidate who volunteers with the Alvin Volunteer Fire Department. Council member DeKeyzer also referenced the City Council's code of conduct, which prohibits active Council members from endorsing candidates. She clarified that she has no objection to an individual serving as both a volunteer firefighter and a Council member. Discussion followed regarding the necessity of the resolution and the appropriate timing for its presentation to the Council. City Attorney Suzane Hanneman informed the Council that state statute mandates the passage of a resolution to address this specific situation. City Council took no action on the item.

Discuss and consider a request from Brazoria County to waive impact fees in the amount of \$59,483.00 for the construction of the new Brazoria County Annex Building on Victory Lane.

Brazoria County is constructing a new County Annex Building at 248 Victory Lane. The facility will be approximately 26,651 square feet and will house various County services, including Justice of the Peace offices, administrative areas, healthcare facilities, and restrooms. An impact fee is a one-time charge imposed by a local government on new development projects to help fund the expansion of public infrastructure needed to support that development. As part of the project, the site will require two 2-inch meters — one for water and sewer services and another for irrigation. Based on the City's impact fee structure, the total impact fee assessment for these meters is \$59,483.00. Local Government Code, Section 395.022 does not mandate or require that political subdivisions and other governmental entities pay impact fees. Commissioner Adams, on behalf of Brazoria County, has requested the waiver of said fees. As a result of many years of Brazoria County-coverage in the City's 100' strip, staff recommends waiving the impact fees.

Junru Roland, City Manager, presented this item before City Council with explanation. Brazoria County Commissioner Stacey Adams was present and thanked City Council for the consideration of this item.

Council member Garivey moved to approve the request from Brazoria County to waive impact fees in the amount of \$59,483.00 for the construction of the new Brazoria County Annex Building on Victory Lane. Seconded by Council member Castro; motion carried with all members present voting Aye.

Discuss and consider a request from Brazoria County to waive the requirements outlined in Section IV – Street Paving Design of the City of Alvin Design Criteria Manual, specifically Section H – Requirements for Curbs and Sidewalks, which mandates that sidewalks be installed along all street frontages within the City of Alvin, in relation to the construction of the new Brazoria County Annex building on Victory Lane.

Brazoria County is constructing a new County annex building on Victory Lane and has requested a waiver from the City of Alvin's sidewalk installation requirements as outlined in Section IV – Street Paving Design of the City of Alvin Design Criteria Manual, specifically Section H – Requirements for Curbs and Sidewalks. The current requirement mandates that sidewalks be installed along all street frontages within the city. As part of their development, Brazoria County has committed to installing sidewalks along Victory Lane. However, they are requesting a waiver for the installation of sidewalks along North Gordon Street and Bypass 35, citing that these sidewalks would not provide meaningful connectivity to the existing pedestrian network. Given the current infrastructure and surrounding area, the sidewalks along North Gordon and Bypass 35 would not effectively link to other walkable pathways or destinations.

Design Criteria Manual:

H. Requirements for Curbs and Sidewalks

1. Standard height is 6-inches or 4 inch by 12 inch wide for curb located along outside edges of residential streets. Curb height for streets other than residential shall be 6 inches. The curb height for all esplanades shall be 6-inches.
2. Sidewalk wheelchair ramps shall be required at all intersections and driveways. Ramps shall not direct pedestrians toward the center of an intersection.
3. Sidewalks shall be provided for all developments. Concrete sidewalks (4 feet wide 4 inches thick with steel reinforcement) shall be required along all street frontage.

Junru Roland, City Manager, presented this item before City Council with explanation. Commissioner Stacy Adams addressed Council to further explain the need for this request. Commissioner Adams thanked City

Council for their consideration of this item.

Council member Starkey moved to approve Brazoria County's request to waive the requirements to install sidewalks along North Gordon Street and Bypass 35 as outlined in Section IV – Street Paving Design of the City of Alvin Design Criteria Manual, specifically Section H – Requirements for Curbs and Sidewalks, which mandates that sidewalks be installed along all street frontages within the City of Alvin, in relation to the construction of the new Brazoria County Annex building on Victory Lane. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Ordinance 25-F of the City Council of the City of Alvin, Texas, amending Ordinance 24-Z, passed and approved September 5, 2024, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2024-25, by approving a budget amendment to the original 2024-25 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the General Fund by \$55,000 to fund the hiring of an Assistant City Attorney for the legal department; providing for severability; and providing for other matters related thereto.

A budget amendment is proposed for the current fiscal year to allocate funding for a part-time Assistant City Attorney. This position has been previously discussed during budget deliberations and in evaluations with the City Attorney. Due to the increasing workload within the Legal Department, this amendment is recommended to ensure the continued delivery of timely and efficient legal services. The Assistant City Attorney will report to the City Attorney and support the Legal Department by providing legal counsel, assisting with contract reviews, ordinance development, prosecution, litigation support, and other essential legal matters. The proposed amendment will appropriate funds from the General Projects Fund to the Legal Department's salary budget to cover this position for the remainder of FY25.

Junru Roland, City Manager, presented this item before City Council with explanation. Ms. Hanneman explained the specifics of this position and offered to answer any questions.

Council member Moore moved to approve Ordinance 25-F of the City Council of the City of Alvin, Texas, amending Ordinance 24-Z, passed and approved September 5, 2024, same being an ordinance approving and adopting the City of Alvin's Budget for Fiscal Year 2024-25, by approving a budget amendment to the original 2024-25 budget; providing for supplemental appropriation and/or transfer of funds for the purpose of amending the budget of the General Fund by \$55,000 to fund the hiring of an Assistant City Attorney for the legal department; providing for severability; and providing for other matters related thereto. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

No items were requested by any Council members to be placed on the upcoming agenda.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and/or review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council member Garivey mentioned Music Fest coming up at the end of March.

EXECUTIVE SESSION

Mayor Adame called for executive session at 7:40 p.m. in accordance with the following:

Section 551.87 (1) of the Local Government Code provides as follows: Deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the

governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations.

Mayor Adame convened the meeting to closed session at 7:40 p.m.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:08 p.m.

Consider a Chapter 380 Agreement with Schneider Investment Group, Inc. for the commercial property located at 1741 Highway 35, Alvin, Texas.

Council member Castro moved to approve a Chapter 380 Incentive Agreement with Schneider Investment Group for the commercial property located t 1741 Hwy 35, Alvin, Texas. Seconded by Council member Moore; motion carried with all members present voting Aye.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:09 p.m.

PASSED and APPROVED the 3rd of April, 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider the cancelation of April 17, 2025, City Council Meeting.

Type of Item: Action Item

Summary: City Offices will be closed on Thursday, April 17, 2025, in observance of Good Friday.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/25/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

None

Recommendation: Move to approve the cancelation of April 17, 2025, City Council Meeting.

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by City Manager, if applicable: ☒



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Proclaim the month of April 2025 as Fair Housing Month in the City of Alvin, Texas.

Type of Item: Action Item

Summary: This proclamation is included under the Consent Agenda, as it will not be formally presented during the City Council meeting. It is a requirement of Brazoria County for eligibility under the Community Development Block Grant (CDBG) program. Staff recommends proclaiming April 2025 as Fair Housing Month in the City of Alvin, as requested.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 3/25/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Proclamation; Fair Housing 2025
-

Recommendation: Move to approve the month of April 2025 as Fair Housing Month in the City of Alvin.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

PROCLAMATION

WHEREAS, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

WHEREAS, the City of Alvin affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

WHEREAS, the City of Alvin welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex, disability, familial status, national origin or source of income; and

WHEREAS, the City of Alvin affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

WHEREAS, the City of Alvin is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

NOW, THEREFORE, be it resolved, the City of Alvin, does hereby celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim this month as:

“FAIR HOUSING MONTH”

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of the City of Alvin to be affixed this the 3rd day of April 2025.

Gabe Adame, Mayor



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2025 season.

Type of Item: Action Item

Summary: This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing-rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance.

Aerial spraying has proven to be an effective measure for mosquito control in Brazoria County. More information can be obtained by calling the Brazoria County Mosquito Control Office at 979-864-1532 or by visiting: www.brazoriacountytx.gov Residents can also submit spray requests by calling their office, or by visiting the website listed above.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 3/25/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: ☐

Supporting documents attached:

1. Mosquito Aerial Letter from BC 2025
 2. Mosquito Aerial Spraying Letter to BC 2025
-

Recommendation: Move to approve authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2025 season.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

BRAZORIA COUNTY
MOSQUITO CONTROL
DISTRICT

March 5, 2025,

RE: AERIAL SPRAYING OVER BRAZORIA COUNTY

The Brazoria County Mosquito Control is updating files for the 2025 season of aerial spraying over cities and towns of Brazoria County. We would like your permission “to spray” or “not to spray” over your area. The spray is done during heavy outbreaks of mosquitos by our aerial contract sprayer.

Aerial spraying takes place only after a public notification to inform the citizens of Brazoria County that we will be spraying. The notifications can be found on our website, and Brazoria County’s official Facebook and X pages. The flying schedule depends heavily upon landing rate counts, weather and wind conditions.

Our daily spray schedule will be posted on our website.

<https://www.brazoriacountytx.gov/departments/mosquito-control/spray-schedule>

If your governing body would like to continue receiving this service for your city or town, please email approval or disapproval on your letterhead to tvarner@brazoriacountytx.gov Please have one of the following officials sign the letter: (A) Mayor, (B) City Manager, (C) Chief of Police, (D) City Council, or (E) County Commissioner.

We would appreciate your prompt response to our request.

Respectfully,



Fran Henderson
Director, Mosquito Control



979-864-1532



1380 E Kiber, Angleton, TX



twalker@brazoriacountytx.gov



www.alvin-tx.gov

CITY OF ALVIN

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4248 • FAX (281) 388-4294

Office of the City Manager

April 3, 2025

Ms. Fran Henderson, Director
Brazoria County Mosquito Control District
1380 East Kiber
Angleton, Texas 77515

Re: Aerial Spraying over the City of Alvin

Dear Ms. Henderson:

The City of Alvin would like the Brazoria County Mosquito Control District to continue providing aerial spraying over the City of Alvin. We understand the spraying will be done during heavy outbreaks of mosquitoes.

We would like to thank you for providing this service and agree this type of spraying has been a big help in controlling mosquitoes in our area.

Sincerely,

Junru Roland
City Manager



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Fire Department

Contact: Kendall Hunting, Fire Chief

Agenda Item: Consider an Interlocal Agreement between the City of Alvin and the Rosharon Volunteer Fire Department for fire protection services for the Preservation Creek Subdivision Development Area through December 31, 2025, for an amount not to exceed \$12,000.00; and authorize the Mayor to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The Rosharon Volunteer Fire Department has agreed to assist the City in providing fire protection to the Preservation Creek Development Area. The Preservation Creek Subdivision Development Area consists of approximately 2,962 acres in the City limits, east of State Highway 288, between FM 1462 on the north and County Road 51 on the south. The term of the agreement is for 12 months (from 1/1/2025 through 12/31/2025) and may be renewed annually.

The Rosharon VFD has approved and signed the agreement. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☐ No ☒ N/A ☐

Funding Account: 111-3502-00-3100 **Amount:** \$ 12,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/25/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 3/31/25

Supporting documents attached:

1. Fire Dept Preservation Creek Coverage 2025
-

Recommendation: Move to approve an Interlocal Agreement between the City of Alvin and the Rosharon Volunteer Fire Department for fire protection services for the Preservation Creek Subdivision Development Area through December 31, 2025, for an amount not to exceed \$12,000.00; and authorize the Mayor to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

**INTERLOCAL COOPERATION AGREEMENT
FOR ADMINISTRATION OF FIRE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into this 3rd day of April 2025, by and between the **ROSHARON VOLUNTEER FIRE DEPARTMENT**, hereinafter referred to as “ROSHARON VFD,” and the **CITY OF ALVIN, TEXAS**, a home rule municipal corporation, hereinafter referred to as the “CITY.”

WHEREAS, ROSHARON VFD is a duly organized political subdivision of the State of Texas engaged in the administration of fire protection and related services for the benefit of those persons residing, traveling within, or being physically located within the boundaries of ROSHARON VFD, which boundaries include, without limitation, portions of the incorporated and unincorporated limits of the City of Alvin, Texas; and

WHEREAS, the provision of Fire Functions is a governmental function that serves the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, ROSHARON VFD and the CITY agree that the Interlocal Cooperation Agreement between the departments is in the best interest of the residents of the Preservation Creek Development Area; and

WHEREAS, ROSHARON VFD is individually authorized to perform Fire Functions and the CITY is individually authorized to perform Fire Functions pursuant to its fire powers, and the parties desire to enter into this Agreement regarding the performance of Fire Functions; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, (the “Act”) provides authority for governmental entities of the State of Texas to enter into interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the CITY and ROSHARON VFD have determined it necessary and appropriate to enter into an agreement for the operation of Fire Protection Services;

NOW, THEREFORE, ROSHARON VFD and CITY, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.
INCORPORATION AND TERM**

1.1 **Incorporation of Recitals.** The foregoing recitals are agreed upon and incorporated herein as a part of this Agreement.

1.2 **Fire Service.** ROSHARON VFD agrees to cooperate to continue to provide Fire Protection Services to the residents in the Preservation Creek Development Area for 2025.

1.3 **Term.** This Agreement shall become effective upon approval by each of the respective governing bodies of the CITY and ROSHARON VFD and upon execution by their respective authorized representatives, and shall remain in effect until **December 31, 2025**. Upon expiration, this Agreement shall be renewed annually in January of each year unless written notice of nonrenewal is given in accordance with Section VII.

II.

DEFINITIONS

2.1 As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

A. **“Eligible Persons”** shall mean those persons residing, traveling within, or being physically located within the corporate boundaries of the CITY and/or ROSHARON VFD, including without limitation both incorporated and unincorporated areas, and shall also include those persons residing, traveling within, or being physically located within the corporate boundaries of another political subdivision of the State of Texas with whom the CITY and/or ROSHARON VFD have a mutual aid agreement to provide fire protection services and those persons located within the ROSHARON VFD as designated by Brazoria County and accepted by CITY and/or ROSHARON VFD.

B. **“Fire-fighting Activities,” “Fire Protection Services,” or “Fire Functions”** shall mean any and all of the customary and usual activities of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, rescue and emergency medical support, photography, and administration.

III.

OPERATIONAL OBLIGATIONS AND RIGHTS OF THE PARTIES

3.1 **ROSHARON VFD Obligations and Rights:**

ROSHARON VFD shall perform its duties and obligations as herein stated and shall devote sufficient time and attention to the execution of such duties in full compliance with the terms and conditions of this Agreement. ROSHARON VFD shall provide the following towards Fire Protection Services to the Preservation Creek Development Area:

- A. Personnel
- B. Apparatus
- C. Equipment

3.2 **CITY’S Obligations and Rights:**

Upon the effective date of this Agreement, CITY shall make one (1) payment of Twelve Thousand Dollars and No Cents (\$12,000.00), to ROSHARON VFD on **April 15, 2025**.

IV.

ASSETS

4.1 **Ownership.** Prior to the commencement of this agreement, all assets owned or directly purchased by ROSHARON VFD utilized for Fire Protection Services shall remain the property of ROSHARON VFD. This Agreement does not affect right, title or interest to such property. All assets owned or directly purchased by CITY utilized for Fire Protection Services shall remain the property of the CITY. This Agreement does not affect right, title, or interest to such property.

4.2 **Ownership Upon Termination.** Upon termination of this Agreement, each party shall retain ownership of assets purchased with its respective funds unless both CITY and ROSHARON VFD elect to negotiate terms to transfer ownership to the other party. Each party shall maintain and keep insurance on the assets owned by the entity.

V.

CONSIDERATION

The parties agree that sufficient consideration for this Agreement exists and is found in Section 3.2 of this Agreement and in the cross promises set forth above and other good and valuable consideration. Each party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement.

VI.

NEGLIGENCE OF PARTIES/INSURANCE

6.1 **CITY Negligence/Insurance.** CITY shall be responsible for its sole negligence. CITY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all CITY'S officers, employees, and agents acting under its direction. CITY shall provide liability insurance to cover the acts and omissions of CITY, its officers, employees, and agents performing obligations under this agreement, including but not limited to all personnel providing Fire Protection Services.

6.2 **ROSHARON VFD Negligence/Insurance.** ROSHARON VFD shall be responsible for its sole negligence. ROSHARON VFD agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all ROSHARON VFD'S officers, employees, and agents acting under its direction. ROSHARON VFD shall maintain general liability insurance to cover ROSHARON VFD owned or leased assets. ROSHARON VFD shall provide liability insurance to cover the acts and omissions of ROSHARON VFD, its officers, employees, and agents performing obligations under this Agreement.

VII.

IMMUNITY

The fact that CITY and ROSHARON VFD accept certain responsibilities relating to the rendering of Fire Protection Services under this Agreement as part of their responsibility for

providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. Neither CITY nor ROSHARON VFD waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

VIII.

DEFAULT I TERMINATION

8.1 This Agreement may be terminated without cause by either party giving sixty (60) days written notice to the other party.

8.2 In the event that either party hereto breaches any term or condition of this Agreement, the aggrieved party may terminate this Agreement if such default is not cured within a period of ninety (90) days after receipt of written notice of default by the party allegedly in breach of its obligations hereunder. At the option of the aggrieved party, if such default is not cured within the ninety (90) day period, this Agreement shall immediately terminate without further notice, unless an extension is mutually agreed and approved by both CITY and ROSHARON VFD.

IX.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between CITY and ROSHARON VFD and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

X.

VENUE

The laws of the State of Texas shall govern this Agreement and each of its terms and provisions, including but not limited to the rights and duties of the parties hereto, and exclusive venue shall be in Brazoria County, Texas.

XI.

SEVERABILITY

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

XII.

NON-WAIVER

All rights, remedies, and privileges permitted or available to either party under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy,

or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by either party in the enforcement of any such right, remedy or privilege against the other party, shall not constitute a waiver of such right, remedy or privilege by the forbearing party. A default by either party under this Agreement shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by such defaulting party.

CITY OF ALVIN

By _____
Gabe Adame, Mayor

Date _____

ROSHARON VOLUNTEER FIRE DEPARMENT

By _____

Name: _____

Title: _____

Date _____



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 25-R-07, suspending the April 19, 2025, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, to implement interim GRIP rate adjustments for gas utility investment in 2024; and requiring delivery of this Resolution to the Company and to legal counsel.

Type of Item: Resolution

Summary: The City is a **gas utility** customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City.

For cities in the Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, the group in which Alvin is, the Company is seeking recovery of \$654,119,475 in invested capital. The current filing will increase rates to residential customers by \$2.88 per month. This will increase the current residential customer charge from \$19.50 to \$22.38 per month. Increases are currently scheduled to go into effect on May 3.

Under the gas reliability infrastructure program (“GRIP”) statute, cities may not challenge the Company’s request. The only action a city may take is to suspend the effective date of the rate increase by 45 days. The annual gas reliability infrastructure program (“GRIP”) is designed for the utility to recover its incremental costs related to the capital investments it made during the previous year. The courts have ruled that the only action cities can do in a GRIP case is to administratively determine whether the filing complies with the statutory explanation of how a GRIP filing is to be prepared. A city cannot challenge the reasonableness of any investment, or consider whether increasing revenues and declining expenses would offset the rate implication from increased capital investment. Cities also cannot recover any rate case expenses from the utility. The legislature and the courts have reasoned that GRIP rate increases are temporary rates and subject to refund when the Company files a traditional rate case after five years of rate increases.

Staff recommends approval of the Resolution suspending the April 19, 2025 effective date of the interim rate adjustments.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐

Date Completed: 3/11/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Resolution 25-R-07; 2025 CenterPoint Energy GRIP Suspension Resolution
-

Recommendation: Move to approve Resolution 25-R-07, suspending the April 19, 2025, effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas Geographic Rate Areas, to implement interim GRIP rate adjustments for gas utility investment in 2024; and requiring delivery of this Resolution to the Company and to legal counsel.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION 25-R-07

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, SUSPENDING THE APRIL 19, 2025 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEx AND CENTERPOINT ENERGY TEXAS GAS – HOUSTON, TEXAS COAST, SOUTH TEXAS, AND BEAUMONT/EAST TEXAS GEOGRAPHIC RATE AREAS, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2024; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND TO LEGAL COUNSEL.

WHEREAS, the City of Alvin, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Houston, Texas Coast, South Texas, and Beaumont/East Texas geographic rate areas (CenterPoint or Company), and is a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on February 18, 2025, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code §104.301 on all customers served by CenterPoint, effective April 19, 2025; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

Section 1. The April 19, 2025, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code § 104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

Section 2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002, and to Jamie Mauldin, legal counsel to the City, at Lloyd Gosselink, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on this the 3rd day of April 2025.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 25-R-08, a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the Home for the Holidays Parade; authorizing the Mayor to sign the agreement upon legal review; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: The Texas Department of Transportation requires an agreement with the City of Alvin for the temporary closure of a portion of Gordon Street / Business 35 for the annual Home for the Holidays Parade. This is a multi-year Agreement, not to exceed 5 consecutive years. This Resolution continues to support the City's intention of temporarily closing a portion of Gordon Street for the parade.

City staff will continue to send a letter of intent and proof of insurance to TxDOT annually ahead of the scheduled Home for the Holidays Parade.

Previous Resolution 20-R-02 was adopted by City Council on January 16, 2020, upon submittal of the initial multi-year application, which is set to expire this year.

Staff recommends approval of Resolution 25-R-08.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/28/25 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Resolution 25-R-08; Home for the Holidays Road Closure (Exhibit B)
 2. Exhibit A; Event Ltr
 3. Exhibit C - Home for the Holidays Parade Route and Detour
 4. 2025 TxDOT Agreement Home for Holidays Parade (Exhibit 1)
 5. Special Event Requirements
-

Recommendation: Move to approve Resolution 25-R-08, a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the Home for the Holidays Parade; authorizing the Mayor to sign the agreement upon legal review; and setting forth other provisions

related thereto.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION 25-R-08

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, FINDING THAT THE “HOME FOR THE HOLIDAYS” EVENT SERVES A PUBLIC PURPOSE FOR THE CITY OF ALVIN, TEXAS; APPROVING A MULTI-YEAR AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF A PORTION OF BUSINESS 35 (GORDON STREET) FOR THE PARADE; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT UPON LEGAL REVIEW; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas, requests the temporary closure of a portion of Business 35 (Gordon Street), located within the City of Alvin incorporated area for the “Home for the Holidays” parade; and

WHEREAS, the City Council authorizes the City of Alvin to enter into the Multi-Year Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation; **NOW THEREFORE**,

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That the Multi-Year Agreement for the Temporary Closure of State Right of Way, attached hereto as Exhibit 1 and made a part hereof, between the State of Texas and the City of Alvin, Texas, for the temporary closure of a portion of Business 35 (Gordon Street) for the Home for the Holidays parade, is hereby approved, and the Mayor is hereby authorized to execute said contract on behalf of the City of Alvin and to transmit the same to the State of Texas for appropriate action.

Section 2. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 3rd day of April 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



CITY OF ALVIN

1500 South Gordon ♦ Alvin, Texas 77511 ♦ (281) 388-4255 ♦ www.alvin-tx.gov

Police Department

April 3, 2025

Ms. Flores Burch
Special Events Coordinator
Texas Department of Transportation
P.O. Box 1386 Houston, TX 77251

Dear Ms. Burch:

Pursuant to the five (5) year agreement between the State of Texas and the City of Alvin regarding road closures, please allow this letter to serve as notice of our desire to temporarily close Business 35 (Gordon Street) on Saturday, December ____, 20____, from approximately 5:30 p.m. until 6:30 p.m. The street closure is necessary for the City's annual "Home for the Holiday's" parade. We are requesting temporary closure of five (5) blocks of Business 35 (Gordon Street) from Adoue Street, North to Willis Street.

This is an annual event and our traffic control and enforcement plans are to use marked patrol vehicles, barricades, Alvin Police UTV's, and foot patrol officers to regulate traffic throughout the parade route. The police department has designed a traffic control plan to protect both motorists and all participants and spectators, and due to the minimal time of closure and the accessibility of the detour route, the plan will neither substantially inconvenience nor impair the safety of the traveling public. Additionally, there will be appropriate passage allowance for emergency vehicle travel.

A map of the parade route is included. Other required and supporting documents will be provided by the promoters and other City of Alvin Departments as appropriate.

Upon review of this request, please inform me of your approval. Should you need additional information, please feel free to contact me. Sincerely, Robert E. Lee Chief of Police.

Sincerely,

Robert E. Lee
Chief of Police

REL/ la Encls.

HOME FOR THE HOLIDAYS PARADE ROUTE



PARADE ROUTE

START (Stanton's Parking Lot)

Right on W. Sealy St. at N. Taylor St.

Left on N. Johnson St. continue to W. Adoue St.

Left on W. Adoue St. continue to N. Gordon St.

Left on N. Gordon St. continue to W. Sealy St.

Right on W. Sealy St. continue to N. Taylor St.

END (Stanton's Parking Lot)



Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT
FOR HOME FOR THE HOLIDAYS**

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 Alvin, Texas, 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 Highway 35 and Gordon Street, in Alvin, Brazoria, County; and

WHEREAS, the local government has requested the temporary closure of SH 35 (Gordon Street) for the purpose of the Home for the Holidays Parade, 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 3rd day of April, 2025, the Alvin City Council passed Resolution 25-R-08, 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, the Texas Administrative Code, 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 the maximum duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

*{Give a physical description of the annual event and when it will be held, 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, number and type 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

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

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

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

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

Agreement No. _____

Code Chart 64 # _____

Project: _____

respective

following **respective** **addresses:**

Local Government: _____ Mayor _____ City of Alvin _____ 216 West Sealy _____ Alvin, Texas 77511	State: Texas Department of Transportation Glenn Allbritton, P. E. District Engineer, Houston District P.O. BOX 1386 Houston, Texas 77251-1386
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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 ALVIN

Executed on behalf of the local government by:

By _____ Date _____
Mayor

Typed or Printed Name and Title Gabe Adame
Mayor

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

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit A “Event”

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit B
Resolution / Ordinance

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit C LOCATION MAP

Texas Department of Transportation's Requirements for Special Events

P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

Type of Event	Prior Notification of Event	Items Required
Parades Fun Runs Triathlons Bicycle Rides Festivals Motorcades	<u>Thirty (30) Days</u>	• A letter (or email) of acknowledgement (or sponsorship) from local government including event times and dates. • A completed Application for Use of State of Texas Right of Way for Temporary Signs for Special Events (Form 2057). • A letter (or email) from local law enforcement stating they will provide traffic control. • A signed and sealed Traffic Control Plan with map detailing event route and detour plan. • A completed Certificate of Insurance (Form 1560) or list Texas Department of Transportation as a co-insured party (please email back to me and copy James Keener). • May require The Agreement for the Temporary Closure of State ROW.
Filming/Video	<u>Thirty (30) Days</u>	• A letter (or email) of acknowledgement (or sponsorship) from local government including event times and dates. • A completed Application for Use of State of Texas Right of Way for Temporary Signs for Special Events (Form 2057). • A letter (or email) from local law enforcement stating they will provide traffic control. • A signed and sealed Traffic Control Plan with map detailing event route and detour plan. • A completed Certificate of Insurance (Form 1560) or list Texas Department of Transportation as a co-insured party (please email back to me and copy James Keener). • A completed Agreement for Film/Video Production on State Right-of-Way (TEA28).
Temporary Banners (Including Christmas Decorations)	<i>Fifteen - Thirty (15-30) Days</i>	• A letter (or email) of acknowledgement (or sponsorship) from local government including event times and dates. • A completed Application for Use of State of Texas Right of Way for Temporary Signs for Special Events (Form 2057). • A letter (or email) from local law enforcement stating they will provide traffic control. • A completed Certificate of Insurance (Form 1560) or list Texas Department of Transportation as a co-insured party (please email back to me and copy James Keener). • If banner is installed on utility poles, TxDOT requires a letter of approval from owner. • May require a signed and sealed Traffic Control Plan with map detailing event route and detour plan (if needed).

Texas Department of Transportation's Requirements for Special Events

P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

Parades, Fun Runs, Triathlons, Bicycle Rides, Festivals and Motorcades can utilize either short-term closures or long-term closure.

- Short-term closures (four hours or less) are typical use of State right-of-way and the requirements are listed in the chart above.
- Long-term closures (more than four hours) call for the same requirements as a Short-term closure, but also require a completed *Agreement for the Temporary Closure of State Right-Of-Way* (Form TEA30A).

All bicycle event participants must obey applicable State laws concerning bicycle on roadways.

All Traffic Control Plans should conform to the [Texas Manual on Uniform Traffic Control Devices](#). If not directly out of the TMUTCD or an accepted TxDOT standard, they must be signed, sealed, and dated by a licensed engineer.

Both the Application (Form 2057) and Certificate of Insurance (Form 1560) can be obtained at www.txdot.gov.

Questions concerning this matter may be directed to:

- Sandra Flores at Sandra.FloresBurch@txdot.gov
- James Keener at James.Keener@txdot.gov
- Barbara Russell at Barbara.Russell@txdot.gov



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 25-R-09, a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the Frontier Day Parade; authorizing the Mayor to sign the agreement upon legal review; and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: The Frontier Day parade is located on a portion of Gordon Street / Business 35, and the Texas Department of Transportation requires the City of Alvin to submit an agreement for the temporary closure of a portion of Gordon Street / Business 35 for the annual Frontier Day Parade. This is a multi-year agreement, not to exceed 5 consecutive years. This Resolution continues to support the City's intention of temporarily closing a portion of Gordon Street for the parade.

City staff will continue to send a letter of intent and proof of insurance to TxDOT annually ahead of the scheduled Frontier Day Parade.

Previous resolution 20-R-01 was adopted by City Council on January 16, 2020, upon submittal of the initial multi-year application, which is set to expire this year.

Staff recommends approval of Resolution 25-R-09.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/28/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Resolution 25-R-09; Frontier Day Road Closure (Exhibit B)
 2. Exhibit A; Event Ltr Frontier Day
 3. Exhibit C; Frontier Day Parade Route and Detour
 4. 2025 TxDOT Multi-Year Agreement; Frontier Day Parade (Exhib 1)
 5. Special Event Requirements
-

Recommendation: Move to approve Resolution 25-R-09, a multi-year agreement with the Texas Department of Transportation for the temporary closure of a portion of Business 35 (Gordon Street) for the Frontier Day Parade; authorizing the Mayor to sign the agreement upon legal review; and setting forth other provisions related

thereto.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Manager, if applicable: X

RESOLUTION 25-R-09

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, FINDING THAT THE “FRONTIER DAY” EVENT SERVES A PUBLIC PURPOSE FOR THE CITY OF ALVIN, TEXAS; APPROVING A MULTI-YEAR AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF A PORTION OF BUSINESS 35 (GORDON STREET) FOR THE PARADE; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT UPON LEGAL REVIEW; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas, requests the temporary closure of a portion of Business 35 (Gordon Street), located within the City of Alvin incorporated area for the “Frontier Day” parade; and

WHEREAS, the City Council authorizes the City of Alvin to enter into the Multi-Year Agreement for the Temporary Closure of State Right of Way with the Texas Department of Transportation; **NOW THEREFORE**,

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. That the Multi-Year Agreement for the Temporary Closure of State Right of Way, attached hereto as Exhibit 1 and made a part hereof, between the State of Texas and the City of Alvin, Texas, for the temporary closure of a portion of Business 35 (Gordon Street) for the Frontier Day parade, is hereby approved, and the Mayor is hereby authorized to execute said contract on behalf of the City of Alvin and to transmit the same to the State of Texas for appropriate action.

Section 2. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 3rd day of April 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

Gabe Adame, Mayor

Dixie Roberts, City Secretary



CITY OF ALVIN

1500 South Gordon ♦ Alvin, Texas 77511 ♦ (281) 388-4255 ♦ www.alvin-tx.gov

Police Department

April 3, 2025

Ms. Flores Burch
Special Events Coordinator
Texas Department of Transportation
P.O. Box 1386 Houston, TX 77251

Dear Ms. Burch:

Pursuant to the five (5) year agreement between the State of Texas and the City of Alvin regarding road closures, please allow this letter to serve as notice of our desire to temporarily close Business 35 (Gordon Street) on Saturday, April ____, 20____, from approximately 5:30 p.m. until 6:30 p.m. The street closure is necessary for the City's annual "Frontier Day" parade. We are requesting temporary closure of five (5) blocks of Business 35 (Gordon Street) from Adoue Street, North to Willis Street.

This is an annual event and our traffic control and enforcement plans are to use marked patrol vehicles, barricades, Alvin Police UTV's, and foot patrol officers to regulate traffic throughout the parade route. The police department has designed a traffic control plan to protect both motorists and all participants and spectators, and due to the minimal time of closure and the accessibility of the detour route, the plan will neither substantially inconvenience nor impair the safety of the traveling public. Additionally, there will be appropriate passage allowance for emergency vehicle travel.

A map of the parade route is included. Other required and supporting documents will be provided by the promoters and other City of Alvin Departments as appropriate.

Upon review of this request, please inform me of your approval. Should you need additional information, please feel free to contact me. Sincerely, Robert E. Lee Chief of Police.

Sincerely,

Robert E. Lee
Chief of Police

REL/ la Encls.

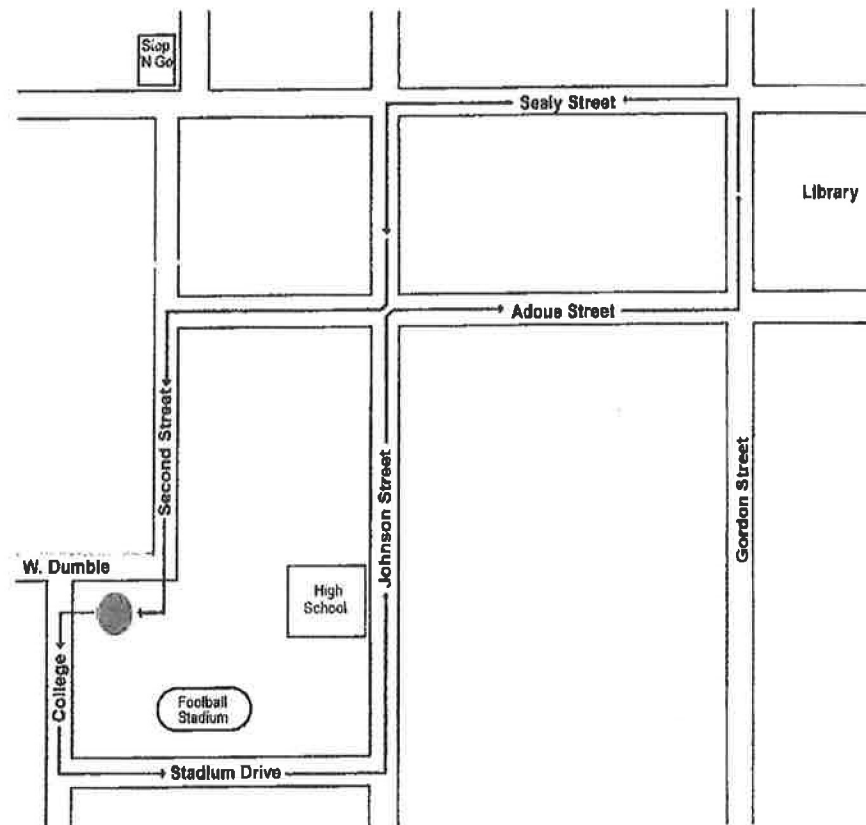


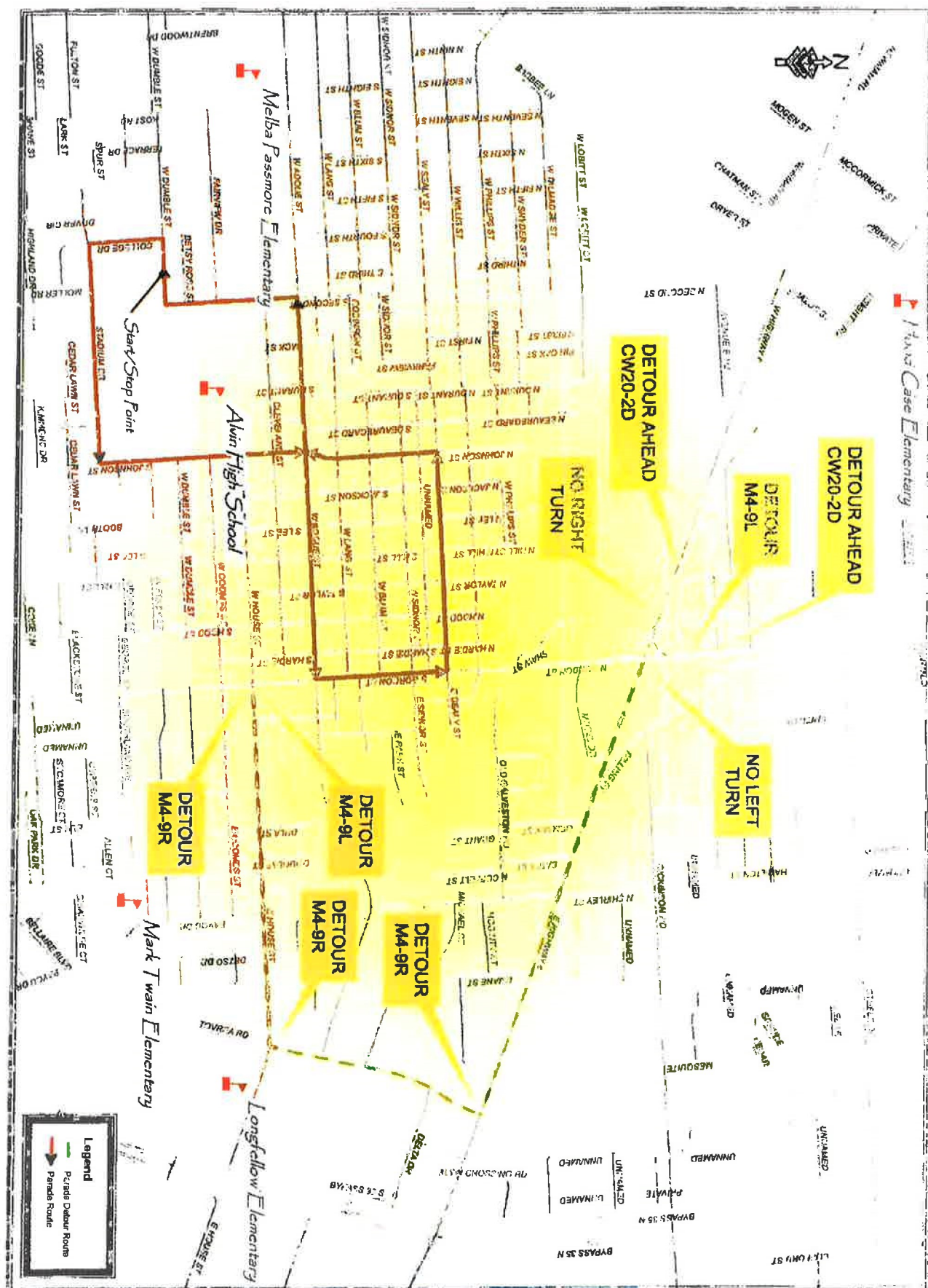
Alvin Rotary Club

[Home](#)[Frontier Day](#)[Parade](#)[Parade Route](#)[Judging](#)[Entry Form](#)[Event Layout](#)[Trophy Winners](#)[Contact Us](#)

Frontier Day Parade Route

The parade begins at the High School Football Stadium parking lot. It then travels down College and turns left onto Stadium Drive. Left turn on Johnson Street to Adoue. Right on Adoue to Gordon Street. Left on Gordon Street to Sealy. Left on Sealy to Johnson Street. Left on Johnson Street to Adoue Street. Right on Adoue Street to Second Street. Left on Second Street back to stadium parking lot.





Frontier Day Parade

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY – MULTI-YEAR AGREEMENT
FOR FRONTIER DAY**

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 Alvin, Texas, 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 Highway 35 and Gordon Street, in Alvin, Brazoria, County; and

WHEREAS, the local government has requested the temporary closure of **SH 35 (Gordon Street)** for the purpose of the Frontier Day Parade, 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 3rd day of April, 2025, the Alvin City Council passed Resolution 25-R-09, 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, the Texas Administrative Code, 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:

AGREEMENT

Article 1. CONTRACT

PERIOD

This agreement becomes effective upon final execution by the State and the maximum duration of this agreement shall not exceed five years unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

*{Give a physical description of the annual event and when it will be held, 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, number and type 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

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

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

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

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

Agreement No. _____

District # _____

Code Chart 64 # _____

Project: _____

respective

[illegible]

Local Government: Mayor _____ City of Alvin _____ 216 West Sealy _____ Alvin, Texas 77511 _____	State: Texas Department of Transportation Glenn Allbritton, P. E. District Engineer, Houston District P.O. BOX 1386 Houston, Texas 77251-1386
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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 ALVIN

Executed on behalf of the local government by:

By _____ Date _____
Mayor

Typed or Printed Name and Title Gabe Adame
Mayor

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

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit A “Event”

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit B
Resolution / Ordinance

Agreement No. _____
District # _____
Code Chart 64 # _____
Project: _____

Exhibit C LOCATION MAP

Texas Department of Transportation's Requirements for Special Events

P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

Type of Event	Prior Notification of Event	Items Required
Parades Fun Runs Triathlons Bicycle Rides Festivals Motorcades	<u>Thirty (30) Days</u>	• A letter (or email) of acknowledgement (or sponsorship) from local government including event times and dates. • A completed Application for Use of State of Texas Right of Way for Temporary Signs for Special Events (Form 2057). • A letter (or email) from local law enforcement stating they will provide traffic control. • A signed and sealed Traffic Control Plan with map detailing event route and detour plan. • A completed Certificate of Insurance (Form 1560) or list Texas Department of Transportation as a co-insured party (please email back to me and copy James Keener). • May require The Agreement for the Temporary Closure of State ROW.
Filming/Video	<u>Thirty (30) Days</u>	• A letter (or email) of acknowledgement (or sponsorship) from local government including event times and dates. • A completed Application for Use of State of Texas Right of Way for Temporary Signs for Special Events (Form 2057). • A letter (or email) from local law enforcement stating they will provide traffic control. • A signed and sealed Traffic Control Plan with map detailing event route and detour plan. • A completed Certificate of Insurance (Form 1560) or list Texas Department of Transportation as a co-insured party (please email back to me and copy James Keener). • A completed Agreement for Film/Video Production on State Right-of-Way (TEA28).
Temporary Banners (Including Christmas Decorations)	<u>Fifteen - Thirty (15-30) Days</u>	• A letter (or email) of acknowledgement (or sponsorship) from local government including event times and dates. • A completed Application for Use of State of Texas Right of Way for Temporary Signs for Special Events (Form 2057). • A letter (or email) from local law enforcement stating they will provide traffic control. • A completed Certificate of Insurance (Form 1560) or list Texas Department of Transportation as a co-insured party (please email back to me and copy James Keener). • If banner is installed on utility poles, TxDOT requires a letter of approval from owner. • May require a signed and sealed Traffic Control Plan with map detailing event route and detour plan (if needed).

Texas Department of Transportation's Requirements for Special Events

P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

Parades, Fun Runs, Triathlons, Bicycle Rides, Festivals and Motorcades can utilize either short-term closures or long-term closure.

- Short-term closures (four hours or less) are typical use of State right-of-way and the requirements are listed in the chart above.
- Long-term closures (more than four hours) call for the same requirements as a Short-term closure, but also require a completed *Agreement for the Temporary Closure of State Right-Of-Way* (Form TEA30A).

All bicycle event participants must obey applicable State laws concerning bicycle on roadways.

All Traffic Control Plans should conform to the [Texas Manual on Uniform Traffic Control Devices](#). If not directly out of the TMUTCD or an accepted TxDOT standard, they must be signed, sealed, and dated by a licensed engineer.

Both the Application (Form 2057) and Certificate of Insurance (Form 1560) can be obtained at www.txdot.gov.

Questions concerning this matter may be directed to:

- Sandra Flores at Sandra.FloresBurch@txdot.gov
- James Keener at James.Keener@txdot.gov
- Barbara Russell at Barbara.Russell@txdot.gov



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Engineering

Contact:

Agenda Item: Consider an award of bid to Reddico Construction Company, Inc., for the Lift Station 23 Expansion and Elimination of Lift Stations 1, 15, 16, and 43 Project in the amount of \$34,907,604; and authorize the City Manager to sign the contract upon legal review.

Type of Item: Contract/Agreement

Summary: On March 18, 2025, bids were opened for the Lift Station 23 Expansion and Elimination of Lift Stations 1, 15, 16, and 43 Project, and Reddico Construction Company, Inc. was the qualified low bidder. LJA Engineering, the City's consultant that designed the project, reviewed all bids that were received and has recommended Reddico Construction Company, Inc. for this project.

Contract Amount:	\$ 33,245,337	(Base Bid, Supplementary, and Allowance Items).
5% Contingency:	\$ 1,662,267	
Total Amount:	\$34,907,604	

This project consists of the expansion of Lift Station #23 from a firm pumping capacity of 2.02 Million Gallons Daily (MGD) to a firm pumping capacity of 9 MGD and elimination of lift stations 1, 15, 16, and 43. The project also includes the replacement of approximately 5,000 linear feet of 24-inch sanitary sewer force main along Bypass 35, approximately 23,000 linear feet of gravity sanitary sewer ranging in size from 30-inch to 15-inch, and the rehabilitation of approximately 1,800 linear feet of 30-inch gravity main along Bypass 35 and 1,300 linear feet of 12-inch gravity main along Gordon Street. In addition, Steele Road will be replaced as a concrete roadway due to the gravity sanitary main having to be placed under the pavement.

These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016.

The construction of this project will be funded by 2020, 2021, 2022, and 2023 Water and Sewer Revenue Bonds.

The project is scheduled to start in May 2025 and has a construction time of 510 calendar days.

Funding Expected:	Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item:	Yes ☒ No ☐ N/A ☐
Funding Account:	<u>Bond Funds</u>	Amount:	<u>\$34,907,604</u>
1295 Form Required?	Yes ☒ No ☐		
Legal Review Required:	N/A ☐ Required ☒	Date Completed:	<u>3/26/2025 SLH</u>
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	<u>CT 3/31/25</u>

Supporting documents attached:

1. LJA Recommendation Letter and Bid Tab
-

Recommendation: Move to award a bid to Reddico Construction Company, Inc., for the Lift Station 23 Expansion and Elimination of Lift Stations 1, 15, 16, and 43 Project in the amount of \$34,907,604; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X

March 24, 2025

Ms. Michelle H. Segovia, PE, CFM
City Engineer
City of Alvin Engineering
1100 W. Highway 6
Alvin, Texas 77511

RE: Bid Tabulation and Recommendation of Award for Construction of
Lift Station 23 Expansion & Elimination of Lift Stations 1, 15, 16, & 43
LJA Project No. E231-0060
City Bid No. B-25-06

Ms. Segovia,

Bids for construction of the reference project were received on March 18, 2025, at 2:00 P.M. at City Hall located at 216 West Sealy, Alvin, Texas 77511, and subsequently read in public. Two (2) contracting firms submitted bids for the project. No error was found.

The bidders from low to high and the correct total amounts bid for the Base Bid, Supplementary, and Allowance Bid Items, as well as the Calendar Days are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>	<u>Calendar Days</u>
Reddico Construction Company, Inc.	Conroe, TX	\$33,245,337.00	510
Reytec Construction Resources, Inc.	Houston, TX	\$35,621,757.50	660

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order.

Our investigation of Reddico Construction Company, Inc., included a review of their surety, references of previous projects and past work experience. Based on our investigation, we recommend awarding the contract to the low bidder, Reddico Construction Company, Inc.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jimmy Flowers".

Jimmy Flowers, PE
Vice President

Attachment

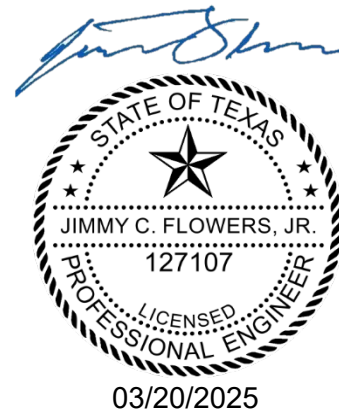
cc: Brett Cole, City of Alvin
Miguel Acuña, LJA
Les Dodson, LJA
Construction File 16.6

Bid Tabulation For: Construction of Lift Station 23 Expansion & Elimination of Lift Stations 1, 15, 16, & 43
To Serve City of Alvin

Bid Opening Date: March 18, 2025
Bid Opening Location: City Council Chambers
216 West Sealy
Alvin, Texas 77511

Tabulation By: Tammy Endres
Tabulation Date: March 19, 2025
LJA Project No. E231-0060

Bidder's Name:	Total Bid Amount for Base Bid, Supplementary and Allowance Bid Items:	Calendar Days:
1) Reddico Construction Company, Inc.	\$33,245,337.00	510
2) Reytec Construction Resources, Inc.	\$35,621,757.50	660




Jimmy C. Flowers, Jr., P.E., hereby certify these bid tabulations to be true and correct.

Bid Tabulation - Bid Opening, March 11, 2025 City of Alvin Lift Station 23 Expansion & Elimination of Lift Stations 1, 15, 16, & 43 LJA Project No. E231-0060 FRN F-1386				Reddico Construction Company, Inc. 10083 Airport Road Conroe, TX 77303 936-441-9500 Ryan Redd redd@reddico.com	Reytec Construction Resources, Inc. 1901 Hollister Street Houston, TX 77080 832-651-8923 Zach Branda zbranda@reytec.com
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
	BASE BID ITEMS						
1	Mobilization (Not More than 3% of Overall Bid Amount), Including Schedule of Values, Trench Safety Program, Construction Schedule, Pre-construction Photographs, Obtaining Permits, Installation, Maintenance, and Removal of Project Sign, Complete in Place	1	LS	\$1,060,875.00	\$1,060,875.00	\$1,000,000.00	\$1,000,000.00
2	Clearing of Properties and Easements Owned by the City of Alvin as Necessary for Construction, Complete in Place	4	AC	\$10,525.00	\$42,100.00	\$25,000.00	\$100,000.00
3	Existing Lift Station No. 23 - Site Demolition, Including the Removal of the Existing Generator and Foundation, Existing Electrical Components, Existing Mechanical Equipment, Existing Yard Piping, Existing Asphalt, Concrete, and Gravel Pavement, Existing Fence, and Demolition of Existing Sanitary Lift Station and Valve Vault, Phased in Such a Way as to Allow the Owner Continued Use of the Existing Lift Station Throughout Construction, Complete in Place	1	LS	\$183,905.00	\$183,905.00	\$150,000.00	\$150,000.00
4	Existing Lift Station No. 16 - Site Demolition, Including the Removal of the Existing Generator and Foundation, Existing Electrical Components, Existing Mechanical Equipment, Existing Yard Piping, Existing Asphalt, Concrete, and Gravel Pavement, Existing Fence, and Demolition of Existing Sanitary Lift Station and Valve Vault, Phased in Such a Way as to Allow the Owner Continued Use of the Existing Lift Station Throughout Construction, Complete in Place	1	LS	\$68,275.00	\$68,275.00	\$150,000.00	\$150,000.00
5	Existing Lift Station No. 15 - Site Demolition, Including the Removal of the Existing Generator and Foundation, Existing Electrical Components, Existing Mechanical Equipment, Existing Yard Piping, Existing Asphalt, Concrete, and Gravel Pavement, Existing Fence, and Demolition of Existing Sanitary Lift Station and Valve Vault, Phased in Such a Way as to Allow the Owner Continued Use of the Existing Lift Station Throughout Construction, Complete in Place	1	LS	\$54,590.00	\$54,590.00	\$150,000.00	\$150,000.00
6	Existing Lift Station No. 43 - Site Demolition, Including the Removal of the Existing Generator and Foundation, Existing Electrical Components, Existing Mechanical Equipment, Existing Yard Piping, Existing Asphalt, Concrete, and Gravel Pavement, Existing Fence, and Demolition of Existing Sanitary Lift Station and Valve Vault, Phased in Such a Way as to Allow the Owner Continued Use of the Existing Lift Station Throughout Construction, Complete in Place	1	LS	\$91,045.00	\$91,045.00	\$150,000.00	\$150,000.00
7	Existing Lift Station No. 1 - Site Demolition, Including the Removal of the Existing Generator and Foundation, Existing Electrical Components, Existing Mechanical Equipment, Existing Yard Piping, Existing Asphalt, Concrete, and Gravel Pavement, Existing Fence, and Demolition of Existing Sanitary Lift Station and Valve Vault, Phased in Such a Way as to Allow the Owner Continued Use of the Existing Lift Station Throughout Construction, Complete in Place	1	LS	\$68,276.00	\$68,276.00	\$150,000.00	\$150,000.00
8	Lift Station No. 23 - Site Work, Including But Not Limited to Site Grading, Site Drainage, Crushed Concrete, Turf Establishment by Hydromulch Seeding, and Pipe Bollards, all Accessories Shown on Plans and Outlined in Specifications, and all Appurtenances, Complete in Place	1	LS	\$11,447.00	\$11,447.00	\$50,000.00	\$50,000.00
9	Lift Station No. 23 - Concrete Wet Well, 24-Foot Inside Diameter, and Concrete Valve Pad, Including Access Hatches, Vent, Well Point Dewatering, Control of Ground Water and Surface Water During Construction, all Accessories Shown on Plans and Outlined in Specifications, all Appurtenances, and All Other Items Not Contained within a Separate Bid Item, Complete in Place	1	LS	\$3,797,510.00	\$3,797,510.00	\$2,000,000.00	\$2,000,000.00

Bid Tabulation - Bid Opening, March 11, 2025 City of Alvin Lift Station 23 Expansion & Elimination of Lift Stations 1, 15, 16, & 43 LJA Project No. E231-0060 FRN F-1386				Reddico Construction Company, Inc. 10083 Airport Road Conroe, TX 77303 936-441-9500 Ryan Redd rredd@reddico.com		Reytec Construction Resources, Inc. 1901 Hollister Street Houston, TX 77080 832-651-8923 Zach Branda zbranda@reytec.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
10	Lift Station No. 23 - Submersible Non-Clog Sewage Pumps, Minimum Efficiency of 70%, Four Pumps with Min. Firm Capacity of 6,250 GPM with Three Pumps in Operation, One Low Speed Submersible Mixer Capable of Providing Movement Throughout the Lift Station Contents While Pumps are Not Energized, Including Discharge Elbows, Guide Rails, all Accessories Shown on Plans and Outlined in Specifications, and All Appurtenances for a Complete Installation of the Proposed Pumps, Complete in Place	1	LS	\$489,997.00	\$489,997.00	\$500,000.00	\$500,000.00
11	Lift Station No. 23 - Sanitary Lift Station and Valve Pad Yard Piping, On-Site Underground Yard Piping, Including Pipe, Valves, Fittings, Supports, Pre-Fabricated Discharge Header, Proposed Force Main, Water Service Connection with Associated Backflow Preventer and Hose Bibb, Dewatering, all Accessories Shown on Plans and Outlined in Specifications, and All Appurtenances for a Complete Installation of the Proposed Piping, Complete in Place	1	LS	\$473,984.00	\$473,984.00	\$750,000.00	\$750,000.00
12	Lift Station No. 23 - Furnish and Install Monorail Crane System with 2-Ton Capacity Electric Chain Hoist, Including Drilled Shaft Footings, Supports, Structural Steel, Electrical Components, and All Appurtenances Necessary for a Complete Installation of the Monorail Crane System and Hoist, as Shown on Plans, (All Components Must Be Suitable for Outdoor Installations), Complete in Place	1	LS	\$62,017.00	\$62,017.00	\$100,000.00	\$100,000.00
13	Lift Station No. 23 - 7-Inch Thick Reinforced Concrete Site Paving, Access Drive, Including 6-Inch Lime/Fly-ash Stabilized Subgrade OR Cement-Stabilized Subgrade, in Accordance with the Geotechnical Engineering Report and Details and Specifications, Complete in Place	250	SY	\$143.00	\$35,750.00	\$150.00	\$37,500.00
14	Lift Station No. 23 - 4-Inch Thick Crushed Concrete Over 8-Inch Cement Stabilized Subgrade Site Coverage, Complete in Place	265	SY	\$65.00	\$17,225.00	\$50.00	\$13,250.00
15	Lift Station No. 23 - 4-1/2-Inch Thick Reinforced Concrete Sidewalk, In Accordance with Details on Plans and Specifications, Complete in Place	15	SY	\$277.00	\$4,155.00	\$100.00	\$1,500.00
16	Lift Station No. 23 - 8-Foot Tall Chain Link Fence, Commercial Black Vinyl, Including Roller Gate, Concrete Mow Strip, and All Appurtenances, in Accordance with Details on Plans and Specifications, Complete in Place (Addendum No. 2)	60	LF	\$297.00	\$17,820.00	\$100.00	\$6,000.00
17	Lift Station No. 23 - 8-Foot Tall Wood Fence, Including Personnel Gate, Concrete Mow Strip and All Appurtenances, in Accordance with Details on Plans and Specifications, Complete in Place (Addendum No. 2)	245	LF	\$152.00	\$37,240.00	\$100.00	\$24,500.00
18	Lift Station No. 23 - Electrical System Installation, Provide and Install All Work Shown on Plans and Described in the Specifications, Including, But Not Limited to, As Follows: Underground Duct Bank to Transformer Pole, New Motor Control Center with Foundation, New Duct Banks to Generator, Lighting and Receptacles, Pump Motor Feeders and Terminal Boxes, Electrical Service Equipment, Coordination with the Electric Company for New Service and Demolition of Old Service, and All Appurtenances, in Accordance with Details on Plans and Specifications, Complete in Place	1	LS	\$205,950.00	\$205,950.00	\$250,000.00	\$250,000.00
19	Lift Station No. 23 - Stand-By Natural Gas Generator, Including Reinforced Concrete Foundation, Automatic Transfer Switch, Fuel Transfer System, Electrical Components, all Accessories Shown on Plans and Outlined in Specifications, Coordination with Electric Company for Approval of Automatic Transfer Switch if Required, Coordination with the Gas Company for Installation of Gas Service and Meter, and All Appurtenances for a Complete Installation of the Proposed Generator, Complete in Place	1	LS	\$218,800.00	\$218,800.00	\$200,000.00	\$200,000.00

Bid Tabulation - Bid Opening, March 11, 2025 City of Alvin Lift Station 23 Expansion & Elimination of Lift Stations 1, 15, 16, & 43 LJA Project No. E231-0060 FRN F-1386				Reddico Construction Company, Inc. 10083 Airport Road Conroe, TX 77303 936-441-9500 Ryan Redd rredd@reddico.com		Reytec Construction Resources, Inc. 1901 Hollister Street Houston, TX 77080 832-651-8923 Zach Branda zbranda@reytec.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
20	Provide Flow Control and Bypass Pumping Plan, Sealed by a Professional Engineer Licensed in Texas, Including Pre-Installation System Investigation, Complete in Place	1	LS	\$2,947.00	\$2,947.00	\$25,000.00	\$25,000.00
21	Flow Control and Bypass Pumping as Required for Installation of Proposed Facilities, Removal and Abandonment of Existing Facilities, Including Bypass Pump Installation, Operation/Maintenance, and Removal, Monitoring During All Phases of Construction, and All Appurtenances, In Accordance with Specifications, Complete in Place	1	LS	\$705,545.00	\$705,545.00	\$700,000.00	\$700,000.00
22	Well Point Dewatering for Proposed Sanitary Sewer System Installation, Control of Ground Water and Surface Water, Complete in Place	25,650	LF	\$10.00	\$256,500.00	\$10.00	\$256,500.00
23	Rehabilitate Existing 30-Inch Sanitary Sewer Line, CIPP Method, MH to MH, Including Cleaning & CCTV Inspection Prior to Rehabilitation, Internal Reconnection of Service Leads, and All Appurtenances, Complete in Place	1,750	LF	\$329.00	\$575,750.00	\$350.00	\$612,500.00
24	Rehabilitate Existing 12-Inch Sanitary Sewer Line, Pipe Burst Method Method (HDPE DR 19 OR PVC C900 RJB DR 18, Green), MH to MH, Including Cleaning & CCTV Inspection Prior to Rehabilitation and All Appurtenances, Complete in Place	1,305	LF	\$128.00	\$167,040.00	\$150.00	\$195,750.00
25	Sanitary Sewer Manhole Reconstruction, Protective Coating / Lining, Including Manhole Preparation, Testing, and All Appurtenances,	203	VF	\$584.00	\$118,552.00	\$200.00	\$40,600.00
26	Remove and Replace Manhole Frame and Cover on Reconstructed Sanitary Sewer Manholes, Including Adjustment Rings and All Appurtenances, Complete in Place	8	EA	\$2,128.00	\$17,024.00	\$3,000.00	\$24,000.00
27	Short Service Re-Connections On Pipe Burst Lines, Including Normal and Deep Connections, and Clean Out (4-Inch or 6-Inch), Complete in	3	EA	\$1,297.00	\$3,891.00	\$2,000.00	\$6,000.00
28	Long Service Re-Connections On Pipe Burst Lines, Including Normal and Deep Connections, and Clean Out (4-Inch or 6-Inch), Complete in Place	5	EA	\$1,770.00	\$8,850.00	\$4,000.00	\$20,000.00
29	Cleaning and CCTV Inspection (Post Installation) of Rehabilitated Gravity Sanitary Sewer Lines (All Sizes), Complete in Place	3,055	LF	\$11.00	\$33,605.00	\$5.00	\$15,275.00
30	36-Inch PVC Pipe (PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Over 20ft Depth), Including Testing and All Appurtenances, Complete in Place	335	LF	\$515.00	\$172,525.00	\$700.00	\$234,500.00
31	27-Inch PVC Pipe (PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Up to 20ft Depth), Including Testing and All Appurtenances, Complete in Place	3,470	LF	\$312.00	\$1,082,640.00	\$650.00	\$2,255,500.00
32	27-Inch PVC Pipe (PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Over 20ft Depth), Including Testing and All Appurtenances, Complete in Place	9,910	LF	\$722.00	\$7,155,020.00	\$650.00	\$6,441,500.00
33	21-Inch PVC Pipe (PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Over 20ft Depth), Including Testing and All Appurtenances, Complete in Place	1,590	LF	\$433.00	\$688,470.00	\$600.00	\$954,000.00
34	18-Inch PVC Pipe (PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Up to 20ft Depth), Including Testing and All Appurtenances, Complete in Place	1,345	LF	\$258.00	\$347,010.00	\$550.00	\$739,750.00
35	18-Inch PVC Pipe (PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Over 20ft Depth), Including Testing and All Appurtenances, Complete in Place	1,590	LF	\$641.00	\$1,019,190.00	\$550.00	\$874,500.00
36	15-Inch PVC Pipe (SDR26, PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Up to 20ft Depth), Including Testing and All Appurtenances, Complete	1,675	LF	\$272.00	\$455,600.00	\$500.00	\$837,500.00
37	12-Inch PVC Pipe (SDR26, PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Up to 20ft Depth), Including Testing and All Appurtenances, Complete	445	LF	\$133.00	\$59,185.00	\$450.00	\$200,250.00
38	10-Inch PVC Pipe (SDR26, PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Up to 20ft Depth), Including Testing and All Appurtenances, Complete	165	LF	\$192.00	\$31,680.00	\$300.00	\$49,500.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
39	8-Inch PVC Pipe (SDR26, PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Up to 20ft Depth), Including Testing and All Appurtenances, Complete in Place	80	LF	\$171.00	\$13,680.00	\$250.00	\$20,000.00
40	6-Inch PVC Pipe (SDR26, PS115) Gravity Sanitary Sewer Installation, Open Cut or Trenchless Construction (Up to 20ft Depth), Including Testing and All Appurtenances, Complete in Place	15	LF	\$154.00	\$2,310.00	\$200.00	\$3,000.00
41	24-Inch PVC Pipe (AWWA C-900, DR-18) Force Main with Ductile Iron Fittings Installation, Open Cut or Trenchless Construction (All Depths), Joint Restraints (as necessary), Including All Appurtenances, Complete in Place	5,030	LF	\$283.00	\$1,423,490.00	\$700.00	\$3,521,000.00
42	PVC Pipe, Less than 4-Inch, (Sh. 40 PVC) Force Main with PVC Fittings Installation, Open Cut Construction (All Depths), Including Connection to Existing Force Main, and All Appurtenances, Complete in Place	20	LF	\$67.00	\$1,340.00	\$200.00	\$4,000.00
43	36-Inch Steel Casing (Min. 1/2" Wall Thickness, Rolled Steel) Installation for Gravity Sanitary Sewer or Force Main, Open Cut or Trenchless Construction (All Depths), Including Spacers, End Seals, and All Appurtenances, Complete in Place	1,235	LF	\$878.00	\$1,084,330.00	\$250.00	\$308,750.00
44	30-Inch Steel Casing (Min. 1/2" Wall Thickness, Rolled Steel) Installation for Gravity Sanitary Sewer, Open Cut or Trenchless Construction (All Depths), Including Spacers, End Seals, and All Appurtenances, Complete in Place	100	LF	\$738.00	\$73,800.00	\$200.00	\$20,000.00
45	30-Inch Steel Casing (Min. 1/2" Wall Thickness, Rolled Steel) Installation for Gravity Sanitary Sewer at Railroad Crossing, Trenchless Construction (All Depths), Including Spacers, End Seals, and All Appurtenances, with Fusion Bonded Epoxy Coating or Cathodic Protection, Complete in Place	150	LF	\$801.00	\$120,150.00	\$300.00	\$45,000.00
45A	20-Inch Steel Casing (Min. 1/2" Wall Thickness, Rolled Steel) Installation for Gravity Sanitary Sewer, Open Cut or Trenchless Construction (All Depths), Including Spacers, End Seals, and All Appurtenances, Complete in Place	100	LF	\$288.00	\$28,800.00	\$85.00	\$8,500.00
46	Short Service Re-Connections On Proposed Sanitary Sewer, Including Normal and Deep Connections, and Clean Out (4-Inch or 6-Inch), Complete in Place	27	EA	\$3,895.00	\$105,165.00	\$2,500.00	\$67,500.00
47	Long Service Re-Connections On Proposed Sanitary Sewer, Including Normal and Deep Connections, and Clean Out (4-Inch or 6-Inch), Complete in Place	31	EA	\$7,037.00	\$218,147.00	\$4,500.00	\$139,500.00
48	Cleaning and CCTV Inspection (Post Installation) of New Gravity Sanitary Sewer Lines (All Sizes), Complete in Place	20,620	LF	\$3.50	\$72,170.00	\$3.00	\$61,860.00
49	Air Release Valve on 24-Inch Force Main w/ Access Manhole, 5-Foot Diameter Standard Pre-Cast Concrete Sanitary Manhole, Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Proposed Lines as Required, and All Appurtenances, Complete in Place	1	EA	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00
50	Force Main Discharge Manhole, Corrosion Resistant Polymer Concrete Manhole, 8-Foot Diameter Base, Including Risers (Full Depth), Internal Drop Connection, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in Place	1	EA	\$169,987.00	\$169,987.00	\$135,000.00	\$135,000.00
51	Force Main Discharge Manhole, Corrosion Resistant Polymer Concrete Manhole, 5-Foot Diameter Base, Including Risers (Full Depth), External Drop Connection, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in Place	1	EA	\$88,825.00	\$88,825.00	\$80,000.00	\$80,000.00
52	Corrosion Resistant Polymer Concrete Manhole, 6-Foot Diameter Base, Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in Place	9	EA	\$66,906.00	\$602,154.00	\$85,000.00	\$765,000.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
53	Corrosion Resistant Polymer Concrete Manhole, 5-Foot Diameter Base, Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in Place	61	EA	\$40,877.00	\$2,493,497.00	\$65,000.00	\$3,965,000.00
54	Corrosion Resistant Polymer Concrete Manhole, 5-Foot Diameter Base, with Cast-In-Place Base (Doghouse MH), Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in Place	1	EA	\$24,830.00	\$24,830.00	\$65,000.00	\$65,000.00
54A	Corrosion Resistant Polymer Concrete Manhole, 4-Foot Diameter Base, Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in Place	2	EA	\$26,202.00	\$52,404.00	\$40,000.00	\$80,000.00
55	External Drop Connection, 15-Inch and Larger, at Proposed Sanitary Sewer Manhole, Complete in Place	3	EA	\$5,789.00	\$17,367.00	\$10,000.00	\$30,000.00
56	External Drop Connection, 12-Inch and Smaller, at Proposed Sanitary Sewer Manhole, Complete in Place	35	EA	\$3,070.00	\$107,450.00	\$6,500.00	\$227,500.00
57	Connect Proposed Sanitary Sewer, 15-Inch and Larger, to Existing Sanitary Manhole (All Depths), Including Coring Existing Manhole, All Appurtenances, Complete in Place	3	EA	\$4,453.00	\$13,359.00	\$10,000.00	\$30,000.00
58	Connect Proposed Sanitary Sewer, 12-Inch and Smaller, to Existing Sanitary Manhole (All Depths), Including Coring Existing Manhole, All Appurtenances, Complete in Place	2	EA	\$2,575.00	\$5,150.00	\$7,500.00	\$15,000.00
59	Connect Proposed Sanitary Sewer, 12-Inch and Smaller, to Existing Sanitary Sewer Line with Concrete Collar (All Depths), Including All Appurtenances, Complete in Place	8	EA	\$2,171.00	\$17,368.00	\$3,500.00	\$28,000.00
60	Cut and Plug Existing Sanitary Sewer, 21-Inch and Larger, All Depths, Complete in Place	1	EA	\$1,662.00	\$1,662.00	\$3,500.00	\$3,500.00
61	Cut and Plug Existing Sanitary Sewer, 18-Inch and Smaller, All Depths, Complete in Place	24	EA	\$1,234.00	\$29,616.00	\$2,500.00	\$60,000.00
62	Plug Existing Sanitary Sewer at Existing Manhole, 21-Inch and Larger, All Depths, Complete in Place	1	EA	\$1,662.00	\$1,662.00	\$3,500.00	\$3,500.00
63	Plug Existing Sanitary Sewer at Existing Manhole, 18-Inch and Smaller, All Depths, Complete in	8	EA	\$1,234.00	\$9,872.00	\$2,500.00	\$20,000.00
64	Remove Existing Sanitary Sewer (All Depths), 21-Inch and Larger, as Required for Construction of Proposed Sanitary Sewer, Complete in Place	135	LF	\$33.00	\$4,455.00	\$15.00	\$2,025.00
65	Remove Existing Sanitary Sewer (All Depths), 18-Inch and Smaller, as Required for Construction of Proposed Sanitary Sewer, Complete in Place	10,470	LF	\$32.50	\$340,275.00	\$5.00	\$52,350.00
66	Remove Existing Sanitary Manhole (All Depths) and All Appurtenances not to be Utilized in the Final Configuration, Includes Plugging of Existing Sanitary Sewer Lines and All Appurtenances as Required for Construction of Proposed Sanitary Sewer, Complete in Place	39	EA	\$3,799.00	\$148,161.00	\$500.00	\$19,500.00
67	Abandon Existing Sanitary Manhole (All Depths), Includes Plugging of Existing Sanitary Sewer Lines and All Appurtenances as Required for Construction of Proposed Sanitary Sewer,	16	EA	\$1,808.00	\$28,928.00	\$750.00	\$12,000.00
68	Fill Abandoned Sanitary Sewer Gravity Line, 21-Inch and Larger, with Cement Slurry, All Depths, Including Cleaning Existing Line Prior to Slurry Filling, Complete in Place	400	LF	\$73.00	\$29,200.00	\$30.00	\$12,000.00
69	Fill Abandoned Sanitary Sewer Gravity Line, 18-Inch and Smaller, with Cement Slurry, All Depths, Including Cleaning Existing Line Prior to Slurry Filling, Complete in Place	2,925	LF	\$39.00	\$114,075.00	\$10.00	\$29,250.00

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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
70	Fill Abandoned Sanitary Force Main, 16-Inch and Smaller, with Cement Slurry, All Depths, Including Cleaning Existing Line Prior to Slurry Filling, Complete in Place	1,625	LF	\$47.00	\$76,375.00	\$8.00	\$13,000.00
71	Remove and Replace 20 LF Sections of Existing Waterline, 8-Inch and Larger, (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Joint Restraints, and All Appurtenances as Required for Construction of Proposed Sanitary Sewer,	10	EA	\$4,215.00	\$42,150.00	\$5,000.00	\$50,000.00
72	Remove and Replace 20 LF Sections of Existing Waterline, 6-Inch and Smaller, (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Joint Restraints, and All Appurtenances as Required for Construction of Proposed Sanitary Sewer, Complete in Place	4	EA	\$3,827.00	\$15,308.00	\$4,000.00	\$16,000.00
73	Remove and Replace Existing Fire Hydrants, with Restrained Joints, All Depths, Concrete Collar, Thrust Block, Complete in Place	3	EA	\$9,384.00	\$28,152.00	\$8,000.00	\$24,000.00
74	Remove and Replace Existing Gate Valve, 8-Inch and Larger, with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	4	EA	\$7,667.00	\$30,668.00	\$3,500.00	\$14,000.00
75	Remove and Replace Existing Gate Valve, 6-Inch and Smaller, with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, Complete in Place	4	EA	\$3,164.00	\$12,656.00	\$3,000.00	\$12,000.00
76	Remove and Reset Existing Water Meter and Vault, 2-Inch and Smaller, Complete in Place	17	EA	\$573.00	\$9,741.00	\$1,000.00	\$17,000.00
77	Remove and Reset Existing Water Meter and Vault, Larger than 2-Inch, Complete in Place	2	EA	\$2,862.00	\$5,724.00	\$1,500.00	\$3,000.00
78	Remove and Replace Existing Storm Sewer Culverts, 24-Inch and Larger, Utilizing Like Material as Existing, and All Appurtenances as Required for Construction of Proposed Sanitary Sewer, Complete in Place	200	LF	\$166.00	\$33,200.00	\$150.00	\$30,000.00
79	Remove and Replace Existing Storm Sewer Culverts, 18-Inch and Smaller, Utilizing Like Material as Existing, and All Appurtenances as Required for Construction of Proposed Sanitary Sewer, Complete in Place	850	LF	\$105.00	\$89,250.00	\$135.00	\$114,750.00
80	Remove and Replace Existing Storm Sewer Inlets, Per City of Alvin Standard Details, Including All Appurtenances as Required for Construction of Proposed Sanitary Sewer, Complete in Place	10	EA	\$4,748.00	\$47,480.00	\$3,500.00	\$35,000.00
81	Remove and Replace Existing Chain-Link Fence, Installed to Like or Better Condition, Including All Appurtenances as Required for Construction of Proposed Sanitary Sewer, Complete in Place	330	LF	\$16.00	\$5,280.00	\$50.00	\$16,500.00
82	Remove and Replace Existing Welded Steel Pipe Fence, Installed to Like or Better Condition, Including All Appurtenances as Required for Construction of Proposed Sanitary Sewer, Complete in Place	220	LF	\$26.00	\$5,720.00	\$50.00	\$11,000.00
83	Remove and Reset Existing Street Signs as Required Due to Construction, Including All Appurtenances, Complete in Place	36	EA	\$287.00	\$10,332.00	\$85.00	\$3,060.00
84	Remove and Replace Existing Mailboxes as Required Due to Construction, Including All Appurtenances, Complete in Place	15	EA	\$287.00	\$4,305.00	\$750.00	\$11,250.00
85	Provide Trench Safety Plan, Sealed by a Professional Engineer Licensed in Texas, Complete in Place	1	LS	\$1,002.00	\$1,002.00	\$10,000.00	\$10,000.00
86	Trench Safety System in Accordance with Trench Safety Plan for All Excavations in Excess of 5-Feet Deep, Including Design, Supervision, Maintenance, and All Necessary Appurtenances, Complete in Place	25,650	LF	\$1.00	\$25,650.00	\$5.00	\$128,250.00
87	Turf Establishment, Hydromulch Seeding, Complete in Place	5	AC	\$3,242.00	\$16,210.00	\$2,000.00	\$10,000.00
88	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in	5,000	SY	\$171.00	\$855,000.00	\$85.00	\$425,000.00

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89	Concrete Surface Restoration, Per Detail, Includes Saw-Cut and Removal of Existing Concrete, Complete in Place	2,250	SY	\$160.00	\$360,000.00	\$150.00	\$337,500.00
90	Surface Restoration, Unpaved Surface (Gravel or Shell), Complete in Place	500	SY	\$95.00	\$47,500.00	\$50.00	\$25,000.00
91	Steele Road - Existing Asphalt Roadway and Driveway Excavation, Complete in Place	4,000	CY	\$85.00	\$340,000.00	\$25.00	\$100,000.00
92	Steele Road - Cut / Excavation for Road Finished Grade, Blading of Excavation to Embankment Area (Less than 0.5 miles), Placement and Compaction to 95% Standard Procter Density, Removal of Excess Off Site, Complete in Place	1,750	CY	\$65.00	\$113,750.00	\$25.00	\$43,750.00
93	Steele Road - Embankment for Road Finished Grade, Placement and Compaction to 95% Standard Procter Density, Complete in Place	1,650	CY	\$42.00	\$69,300.00	\$25.00	\$41,250.00
94	Steele Road - Lime for 8-Inch Stabilized Sub-Grade (6% by Dry weight - 40 lb/sy), Complete in	320	TON	\$448.00	\$143,360.00	\$350.00	\$112,000.00
95	Steele Road - 8-Inch Stabilized Sub-Grade (Manipulation), Complete in Place	15,875	SY	\$12.50	\$198,437.50	\$8.00	\$127,000.00
96	Steele Road - 7-Inch Reinforced Concrete Pavement (Minimum 5.5 Sacks per Cubic Yard), Complete in Place	14,655	SY	\$100.50	\$1,472,827.50	\$85.00	\$1,245,675.00
97	Steele Road - 6-Inch Reinforced Concrete Driveway (Minimum 5.5 Sacks per Cubic Yard), Complete in Place	1,075	SY	\$85.00	\$91,375.00	\$135.00	\$145,125.00
98	Steele Road - Asphalt Transition Pavement, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-Inch Thick HMHL Surface Coarse, Type "D" per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, Complete in Place	335	SY	\$188.00	\$62,980.00	\$120.00	\$40,200.00
99	Steele Road - 5-Inch Reinforced Concrete Slope Paving (Roadside Ditch), Complete in Place	450	SY	\$170.00	\$76,500.00	\$100.00	\$45,000.00
100	Steele Road - 30-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	305	LF	\$194.00	\$59,170.00	\$225.00	\$68,625.00
101	Steele Road - 24-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	310	LF	\$155.00	\$48,050.00	\$175.00	\$54,250.00
102	Steele Road - 18-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	1,165	LF	\$120.00	\$139,800.00	\$125.00	\$145,625.00
103	Steele Road - Reinforced Concrete Safety End Treatment for 30-Inch RCP, Complete in Place	6	EA	\$5,905.00	\$35,430.00	\$5,000.00	\$30,000.00
104	Steele Road - Reinforced Concrete Safety End Treatment for 24-Inch RCP, Complete in Place	12	EA	\$4,372.00	\$52,464.00	\$3,500.00	\$42,000.00
105	Steele Road - Reinforced Concrete Safety End Treatment for 18-Inch RCP, Complete in Place	45	EA	\$2,546.00	\$114,570.00	\$2,500.00	\$112,500.00
106	Steele Road - Standard Pre-Cast Concrete Storm Sewer Manhole Per Detail, Complete in Place	1	EA	\$6,752.00	\$6,752.00	\$7,500.00	\$7,500.00
107	Steele Road - Type "A" Inlet Per Detail, Complete in Place	3	EA	\$2,687.00	\$8,061.00	\$3,000.00	\$9,000.00
108	Steele Road - Traffic Markings, Prep and Paint, 24" Solid White Stop Bar, As Directed by the Owner's Representative, Complete in Place	95	LF	\$8.00	\$760.00	\$10.00	\$950.00
109	Steele Road - Traffic Markings, Prep and Paint, 4" Solid Yellow Striping (Double Solid Striping Along Center of Pavement), As Directed by the Owner's Representative, Complete in Place	10,550	LF	\$2.00	\$21,100.00	\$1.25	\$13,187.50
110	Steele Road - Traffic Markings, Prep and Paint, 4" Solid White Striping (Along North and South Edge of Pavement), As Directed by the Owner's Representative, Complete in Place	11,000	LF	\$2.00	\$22,000.00	\$0.60	\$6,600.00
111	Provide Traffic Control Plan, Including Detour Plan Where Required, Sealed by a Professional Engineer Licensed in Texas, Complete in Place	1	LS	\$2,950.00	\$2,950.00	\$5,000.00	\$5,000.00
112	Traffic Control, as Necessary, Includes Acquiring Permits, Flaggers as Necessary, Installation, Maintenance, and Removal of All Traffic Control Devices Required by Permit, Complete in Place	1	LS	\$228,000.00	\$228,000.00	\$770,000.00	\$770,000.00
113	NPDES Storm Water Permit Compliance per SWPPP, Including Report, Notifications, Implementation, Inspections, Reporting, BMP Maintenance and All Appurtenances, Complete in Place	1	LS	\$1,103.00	\$1,103.00	\$11,000.00	\$11,000.00

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114	SWPPP System, Including Reinforced Filter Fabric Fence, Stabilized Construction Exit, Rock Filter Dams, and All Appurtenances, Installed and Maintained in Accordance with Best Management Practices, Complete in Place	1	LS	\$9,407.00	\$9,407.00	\$100,000.00	\$100,000.00
	SUB-TOTAL BASE BID ITEMS 1 - 114			\$32,390,514.00		\$34,731,657.50	
	SUPPLEMENTARY ITEMS						
115	NO BID ITEM - REMOVED AS PART OF ADDENDUM NO. 2 DUE TO IT BEING COVERED IN THE BASE BID						
116	"Extra" Bedding and Backfill for Wet Sand Construction and Unsatisfactory Soil Conditions, in Accordance with the Geotechnical Report and Details on Plans, As Directed by Owner's Representative, Complete in Place	10,000	LF	\$10.00	\$100,000.00	\$10.00	\$100,000.00
117	"Extra" Bank Sand, As Directed by Owner's Representative, Complete in Place	1,000	CY	\$10.00	\$10,000.00	\$10.00	\$10,000.00
118	"Extra" Crushed Limestone Bedding, As Directed by the Owner's Representative, Complete in Place	100	CY	\$25.00	\$2,500.00	\$25.00	\$2,500.00
119	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by the Owner's Representative, Complete in Place	50	TON	\$30.00	\$1,500.00	\$30.00	\$1,500.00
120	"Extra" 4,000 PSI Structural Concrete, As Directed by the Owner's Representative, Complete in Place	100	CY	\$100.00	\$10,000.00	\$150.00	\$15,000.00
121	"Extra" Reinforcing Steel, As Directed by the Owner's Representative, Complete in Place	100	LB	\$1.00	\$100.00	\$1.00	\$100.00
122	"Extra" Turf Establishment, Full Sodding, As Directed by the Owner's Representative, Complete in Place	5,000	SY	\$3.00	\$15,000.00	\$5.00	\$25,000.00
123	"Extra" Line Stop on Existing 12-Inch Waterline, Including Cut & Removal Of Existing Line as Necessary, As Directed by Owner's Representative, Complete in Place	2	EA	\$10,000.00	\$20,000.00	\$14,000.00	\$28,000.00
124	"Extra" Line Stop on Existing 8-Inch Waterline, Including Cut & Removal Of Existing Line as Necessary, As Directed by Owner's Representative, Complete in Place	2	EA	\$8,000.00	\$16,000.00	\$10,000.00	\$20,000.00
125	"Extra" Line Stop on Existing 6-Inch Waterline, Including Cut & Removal Of Existing Line as Necessary, As Directed by Owner's Representative, Complete in Place	2	EA	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00
126	12-Inch Insertion Valve, Hydra-Stop Insta-Valve or Approved Equal with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$18,978.00	\$18,978.00	\$20,000.00	\$20,000.00
127	8-Inch Insertion Valve, Hydra-Stop Insta-Valve or Approved Equal with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$10,020.00	\$10,020.00	\$12,000.00	\$12,000.00
128	6-Inch Insertion Valve, Hydra-Stop Insta-Valve or Approved Equal with Adjustable Box, Joint Restraint (as necessary), Accessories, Concrete Collar, As Directed by Owner's Representative, Complete in Place	1	EA	\$8,725.00	\$8,725.00	\$10,000.00	\$10,000.00
	SUB-TOTAL SUPPLEMENTARY ITEMS 115 - 128			\$224,823.00		\$260,100.00	
	ALLOWANCE ITEMS						
129	Costs Incurred (Direct from Electric Provider) Due to New Electrical Service at Lift Station No. 23, As Directed by Owner's Representative, Complete in Place	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
130	Costs Incurred (Direct from Gas Provider) Due to New Gas Service at Lift Station No. 23, As Directed by Owner's Representative, Complete in	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
131	Costs Incurred (Direct from Data Flow Systems) Due to New SCADA System Equipment, Controls, Installation, Labor, and Programming at Lift Station No. 23, As Directed by Owner's Representative, Complete in Place	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00

Bid Tabulation - Bid Opening, March 11, 2025 City of Alvin Lift Station 23 Expansion & Elimination of Lift Stations 1, 15, 16, & 43 LJA Project No. E231-0060 FRN F-1386				Reddico Construction Company, Inc. 10083 Airport Road Conroe, TX 77303 936-441-9500 Ryan Redd rredd@reddico.com		Reytec Construction Resources, Inc. 1901 Hollister Street Houston, TX 77080 832-651-8923 Zach Branda zbranda@reytec.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
132	Costs Incurred (Direct from Electric Provider) Due to Securing/Relocation Power Poles (120+/-) in Areas of Open-Cut Construction As Necessary for Construction, As Directed by Owner's Representative, Complete in Place	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
133	Costs Incurred (Direct from BNSF) Due to BNSF Pipeline Crossing Agreement, Including BNSF Designated Personnel for Flagging Operations and Insurance Requirements as Necessary), As Directed by Owner's Representative, Complete in Place	1	LS	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
134	Irrigation Restoration to Like or Better Condition, As Directed by Owner's Representative, Provide Three Bids for Review and Approval by the City, As Directed by Owner's Representative, Complete in Place, GC Overhead Markup Limited to 10%	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
135	Landscaping Restoration to Like or Better Condition, As Directed by Owner's Representative, Provide Three Bids for Review and Approval by the City, As Directed by Owner's Representative, Complete in Place, GC Overhead Markup Limited to 10%	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
136	Owner's Utility Contingency, As Directed by Owner's Representative, Complete in Place, GC Overhead Markup Limited to 10%	1	LS	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00
SUB-TOTAL ALLOWANCE ITEMS 129 - 136					\$630,000.00		\$630,000.00
ALTERNATE "A" BID ITEMS							
137	Increase/Deduct in Each Unit Price for Bid Item No. 51 for Construction of Standard Pre-Cast Concrete Sanitary Manhole with Corrosion Resistant Materials (Special Provision No. 1 to Specification Item No. 02542) in Lieu of Polymer Concrete Manhole, 6-Foot Diameter Base, Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in	9	EA	\$24,258.00	\$218,322.00	(\$34,000.00)	(\$306,000.00)
138	Increase/Deduct in Each Unit Price for Bid Item No. 52 for Construction of Standard Pre-Cast Concrete Sanitary Manhole with Corrosion Resistant Materials (Special Provision No. 1 to Specification Item No. 02542) in Lieu of Polymer Concrete Manhole, 5-Foot Diameter Base, Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in	61	EA	\$17,739.00	\$1,082,079.00	(\$15,500.00)	(\$945,500.00)
139	Increase/Deduct in Each Unit Price for Bid Item No. 53 for Construction of Standard Pre-Cast Concrete Sanitary Manhole with Corrosion Resistant Materials (Special Provision No. 1 to Specification Item No. 02542) in Lieu of Polymer Concrete Manhole, 5-Foot Diameter Base, with Cast-In-Place Base (Doghouse MH), Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in	1	EA	\$18,826.00	\$18,826.00	(\$27,500.00)	(\$27,500.00)
139A	Increase/Deduct in Each Unit Price for Bid Item No. 54A for Construction of Standard Pre-Cast Concrete Sanitary Manhole with Corrosion Resistant Materials (Special Provision No. 1 to Specification Item No. 02542) in Lieu of Polymer Concrete Manhole, 4-Foot Diameter Base, Including Risers (Full Depth), Concrete Grade Rings, Manhole Frame, Cover, Adjustment Rings, Connections of Existing and Proposed Lines as Required, and All Appurtenances, Complete in Place	2	EA	\$9,111.00	\$18,222.00	(\$14,000.00)	(\$28,000.00)
SUB-TOTAL ALTERNATE "A" BID ITEMS 137 - 139A					\$1,337,449.00		(\$1,307,000.00)

Bid Tabulation - Bid Opening, March 11, 2025 City of Alvin Lift Station 23 Expansion & Elimination of Lift Stations 1, 15, 16, & 43 LJA Project No. E231-0060 FRN F-1386				Reddico Construction Company, Inc. 10083 Airport Road Conroe, TX 77303 936-441-9500 Ryan Redd redd@reddico.com	Reytec Construction Resources, Inc. 1901 Hollister Street Houston, TX 77080 832-651-8923 Zach Branda zbranda@reytec.com
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ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM	UNIT PRICE	TOTAL PRICE PER ITEM
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SUMMARY OF BID

BASE BID ITEMS	ITEMS 1 - 114	<u>\$32,390,514.00</u>	<u>\$34,731,657.50</u>
SUPPLEMENTARY ITEMS	ITEMS 115 - 128	<u>\$224,823.00</u>	<u>\$260,100.00</u>
ALLOWANCE ITEMS	ITEMS 129 - 136	<u>\$630,000.00</u>	<u>\$630,000.00</u>
TOTAL BASE BID, SUPPLEMENTARY, AND ALLOWANCE ITEMS	ITEMS 1 - 136	<u>\$33,245,337.00</u>	<u>\$35,621,757.50</u>
ALTERNATE "A" BID ITEMS	ITEMS 137 - 139A	<u>\$1,337,449.00</u>	<u>(\$1,307,000.00)</u>



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid to Ballew Construction, LLC, for the 2025 Victory Lane and Clifford Street Asphalt and Drainage Project in the amount of \$1,696,028.99; and authorize the City Manager to sign the contract upon legal review.

Type of Item: Contract/Agreement

Summary: On March 25, 2025, bids were opened for the 2025 Victory Lane and Clifford Street Asphalt and Drainage Project (B-25-08), and Ballew Construction, LLC was the qualified bidder. Daniel Scott Engineering, the City's consultant that designed the project, reviewed the bid that was received and has recommended Ballew Construction, LLC for this project.

Contract Amount: \$1,615,265.99

5% Contingency: \$ 80,763

Total Amount: \$1,696,028.99

The 2025 Victory Lane and Clifford Street Asphalt and Drainage Project consists of the total replacement of the asphalt pavement along Victory Lane from FM 528 to Clifford Street, Clifford Street from Victory Lane to the bridge over the D-4 Ditch, and Victory Lane from N. Gordon to Bypass 35.

It is anticipated that construction of this project will start in May 2025 and has a construction time of 120 calendar days.

Funding for this project is budgeted in the Sales Tax Street Fund.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: 312-5501-00-9025 **Amount:** \$1,696,028.99

1295 Form Required? Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/28/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 3/31/25

Supporting documents attached:

1. Daniel Scott Engineering Recommendation Letter
 2. Ballew Proposal - Victory Lane
-

Recommendation: Move to award a bid Ballew Construction, LLC, for the 2025 Victory Lane and Clifford Street Asphalt and Drainage Project in the amount of \$1,696,028.99;

and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X



March 27, 2025

City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

City Staff & Council,

At 2:15 PM on March 25, 2025, the sealed bid was opened for the City of Alvin Victory Lane & Clifford Street Asphalt & Drainage project. At that time, Ballew Construction, LLC was observed to be the apparent low bidder with a Bid Total of \$1,615,265.99 with the Add Alternate included. Their bid has been reviewed for correct arithmetic sums and has been confirmed. References have also been provided, qualified, and checked.

In short, we offer no objection to the award of this project to Ballew Construction, LLC.

If City Council awards this project on Thursday, April 03, 2025, the staff is prepared to conduct the Pre-Construction Meeting at the Contractor's and City's earliest convenience.

If you have any questions or concerns, please don't hesitate to let me know.

Best regards,

A handwritten signature in blue ink, reading "Scott R. Sheridan".

Scott R. Sheridan, P.E., RPLS, CFM
President

7523 Russell Street
Manvel, Texas 77578

Daniel Scott Engineering, LLC
TBPE F 9827

P.O. Box 1549
Alvin, Texas 77512

PROPOSAL

TO: City Manager, Junru Roland
The City of Alvin, Texas

FROM: Contractor / Bidder: Ballew Construction, LLC

**CITY OF ALVIN 2025 VICTORY LANE & CLIFFORD STREET ASPHALT AND
DRAINAGE PROJECT
Bid Number: B-25-08**

The undersigned, as Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of Contract, Notice to Bidders, Specifications and the Plans therein referred to, and has carefully examined the location, conditions and classes or materials of the proposed work, and agrees that he will provide all the necessary labor, material, superintendence, machinery, tools, apparatus, and other items incidental to construction, and will do all the work and furnish all the materials necessary to accomplish the work called for in the Plans and Specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or on behalf of any undisclosed person or interest other than sole bidder submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firms to submit a false or sham bid for obtaining advantage over any other bidder that is submitting a bid on this project.

The five percent (5%) bid security accompanying this Proposal shall be returned to the Bidder, unless in case of the acceptance of the Proposal the successful Bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner. The Bidder will also furnish the Owner with a satisfactory Maintenance Bond indemnifying the City against defective workmanship and material for a period of one year.

The undersigned certifies that the bid prices quoted on the Proposal have been carefully checked and are submitted as correct and final.

The undersigned proposal is to complete the work quoted above on or before **120 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$250.00 Per Calendar Day.**

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineers specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done.

No renegotiation of bid prices will be made for over runs or under runs of quantities.

PROPOSAL

CITY OF ALVIN 2025 VICTORY LANE & CLIFFORD STREET ASPHALT & DRAINAGE PROJECT WITH ALTERNATE "A"

Contractor Ballew Construction, LLC

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
1	RECLAIM EXISTING BASE W/45% CEMENT	SY	2.706	\$22.00	\$59,532.00	Fifty-nine thousand five hundred thirty-two dollars and zero cents
2	REMOVE EXISTING ASPHALT & BASE & DISPOSE OFF SITE	SY	9.773	\$4.50	\$43,978.50	Forty-three thousand nine hundred seventy-eight dollars and fifty cents
3	REMOVE & REPLACE EXIST CONCRETE DRIVEWAYS INCL SAW CUT	SY	253	\$135.00	\$34,155.00	Thirty-four thousand one hundred fifty-five dollars and zero cents
4	REMOVE & REPLACE EXIST DRIVES INCL 6" BASE & 2" ASPHALT	SY	438	\$85.50	\$37,449.00	Thirty-seven thousand four hundred forty-nine dollars and zero cents
5	STRIP ROW & DISPOSE OFF SITE	CY	1.778	\$22.50	\$40,005.00	Forty thousand five dollars and zero cents
6	REMOVE EXISTING 12" RCP	LF	40	\$30.00	\$1,200.00	One thousand two hundred dollars and zero cents
7	REMOVE EXISTING 15" RCP	LF	304	\$30.00	\$9,120.00	Nine thousand one hundred twenty dollars and zero cents
8	REMOVE EXISTING 18" RCP	LF	135	\$30.00	\$4,050.00	Four thousand fifty dollars and zero cents
9	REMOVE EXISTING 24" RCP	LF	400	\$30.00	\$12,000.00	Twelve thousand dollars and zero cents
10	REGRADE EXISTING ROADSIDE DITCHES	LF	8,436	\$8.00	\$67,488.00	Sixty-seven thousand four hundred eighty-eight dollars and zero cents
11	8" LIME STABILIZATION	SY	13,080	\$6.00	\$78,480.00	Seventy-Eight Thousand Four Hundred Eighty Dollars and zero cents
12	LIME (37 LBS/SY)	TN	242	\$385.00	\$93,170.00	Ninety-Three Thousand One Hundred Seventy Dollars and zero cents
13	6" 5% CEMENT STABILIZED LIMESTONE BASE	SY	9,788	\$34.90	\$341,601.20	Three Hundred Forty-One Thousand Six Hundred One and twenty cents
14	2" TYPE D ASPHALT	SY	12,494	\$21.35	\$266,746.90	Two Hundred Sixty-Six Thousand Seven Hundred Forty-Six and ninety cents
15	8" X 3 FT 5% CEMENT STABILIZED LIMESTONE BASE SHOULDER	SY	2,273	\$53.60	\$121,832.80	One Hundred Twenty-One Thousand Eight Hundred Thirty-Two and eighty cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
16	IMPORT FILL, COMPACTED IN PLACE	CY	590	\$40.00	\$23,600.00	Twenty-Three Thousand Six Hundred Dollars and zero cents
17	DOWELL INTO EXISTING DRIVEWAYS	EA	200	\$10.00	\$2,000.00	Two Thousand Dollars and zero cents
18	HYDRO MULCH ROW	AC	4	\$2,800.00	\$11,200.00	Eleven Thousand Two Hundred Dollars and zero cents
19	TRAFFIC CONTROL FOR PROJECT	LS	1	\$31,680.00	\$31,680.00	Thirty-One Thousand Six Hundred Eighty Dollars and zero cents
20	TxDOT TRAFFIC MODIFICATIONS PER VOIGT ASSOCIATES INC	LS	1	\$39,300.00	\$39,300.00	Thirty-Nine Thousand Three Hundred Dollars and zero cents
21	FILTER FABRIC FENCE	LF	9,694	\$3.00	\$29,082.00	Twenty-Nine Thousand Eighty-Two Dollars and zero cents
22	REINFORCED FILTER FABRIC	LF	34	\$10.00	\$340.00	Three Hundred Forty Dollars
23	INLET PROTECTION	EA	3	\$120.00	\$360.00	Three Hundred Sixty Dollars and zero cents
24	12" RCP (COMPLETE IN PLACE)	LF	40	\$135.00	\$5,400.00	Five Thousand Four Hundred Dollars and zero cents
25	15" RCP (COMPLETE IN PLACE)	LF	304	\$165.00	\$50,160.00	Fifty Thousand One Hundred Sixty Dollars and zero cents
26	18" RCP (COMPLETE IN PLACE)	LF	200	\$174.00	\$34,800.00	Thirty-Four Thousand Eight Hundred Dollars and zero cents
27	24" RCP (COMPLETE IN PLACE)	LF	400	\$180.00	\$72,000.00	Seventy-Two Thousand Dollars and zero cents
28	STREET SIGN	EA	2	\$500.00	\$1,000.00	One Thousand Dollars and zero cents
29	STREET SIGN WITH STOP SIGN	EA	1	\$600.00	\$600.00	Six Hundred Dollars and zero cents
30	4" WHITE SOLID STRIPING	LF	10,884	\$2.15	\$23,400.60	Twenty-Three Thousand Four Hundred and sixty cents
31	4" YELLOW CENTER LINE DASHED STRIPING	LF	4,243	\$2.15	\$9,122.45	Nine Thousand One Hundred Twenty-Two and forty-five cents
32	4" YELLOW DOUBLE CENTER LINE SOLID STRIPING	LF	82	\$6.00	\$492.00	Four Hundred Ninety-Two Dollars and zero cents
33	6" WHITE SOLID CENTER LINE STRIPING	LF	603	\$3.00	\$1,809.00	One Thousand Eight Hundred Nine Dollars and zero cents

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
34	MOBILIZATION	LS	1	\$35,000.00	\$35,000.00	Thirty-Five Thousand Dollars and zero cents
35	PAYMENT PERFORMANCE & MAINT BONDS	LS	1	\$19,111.54	\$19,111.54	Nineteen Thousand One Hundred Eleven and fifty-four cents
36	MH TYPE "C" INLET TOP	EA	1	\$3,600.00	\$3,600.00	Three Thousand Six Hundred Dollars and zero cents
37	MH TYPE "C"	EA	1	\$8,500.00	\$8,500.00	Eight Thousand Five Hundred Dollars and zero cents
38	REMOVE S E T	EA	1	\$1,900.00	\$1,900.00	One Thousand Nine Hundred Dollars and zero cents
TOTAL BID					\$1,615,265.99	One Million Six Hundred Fifteen Thousand Two Hundred Sixty-Five and ninety-nine cents

Receipt is hereby acknowledged of the following addendum to the Contract Documents:

Addendum No. 1 Dated N/A Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

Accompanying this proposal is a Certified Check, Cashier's Check, or Bid Bond in the amount of five (5%) of the greatest amount bid and payable to the Owner.

Bidder: Ballew Construction, LLC

Address: P.O. BOX 457

Katy, TX 77492

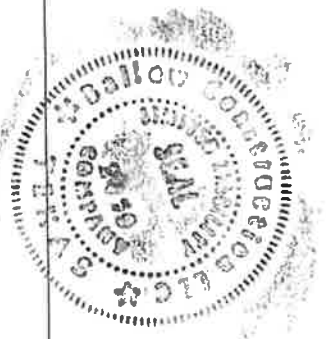
Telephone: 281-779-4577

Date: 03/24/2025

ATTEST: 

Secretary of Corporation A. Robert Ballew

(Seal of Bidder Corporation)





AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Engineering

Contact: Shana Church

Agenda Item: Consider Ordinance 25-G, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Minimum Requirements for Subdivision and/or Resubdivision; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: This Ordinance is amending Chapter 21, Subdivision and Property Development, of the City of Alvin Code of Ordinances. The proposed changes were discussed and recommended (unanimously) by the City Planning Commission at their meetings on February 18, 2025, and March 18, 2025. The changes in summary are:

- Sec 21-33(e)- Changing the number of required access points in a subdivision. A minimum of two separate access points will be required for subdivisions with more than 150 dwelling units. Currently, the ordinance requires a minimum of two access points for a subdivision, but allows for a boulevard (roadway with at least two lanes in each direction separated by a median) entrance to count as two points of access regardless of the size of the subdivision. This amendment would limit the number of dwelling units in a subdivision to 150 where only one boulevard access point (entrance) is proposed. Once the development exceeds 150 dwelling units then two separate access points would be required.

The Subdivision Ordinance defines Access Point as a means of vehicular approach, entry to, or exit from property.

The Planning Commission has recommended this ordinance amendment to prevent large subdivisions with only one access point, like Mustang Crossing, from being developed. This change would provide better access to large subdivisions and help with traffic safety.

Staff recommends approval of Ordinance 25-G.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/31/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Ord 25-G Chapter 21; Subdivision Prop Dev; Amendment; Redlined
-

2. Ord 25-G Chapter 21; Subdivision Prop Dev; Amendment; Final

Recommendation: Move to approve Ordinance 25-G, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Minimum Requirements for Subdivision and/or Resubdivision; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable:
Reviewed by City Manager, if applicable: X

ORDINANCE NO. 25-G

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE III. MINIMUM REQUIREMENTS FOR SUBDIVISION AND/OR RESUBDIVISION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that it meets the current needs of the City and that the procedures herein reflect standard practice; and

WHEREAS, the City Council of the City of Alvin desires to promote the health, safety, and general welfare of its citizens;

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

Section 1. That Chapter 21, Subdivisions and Property Development, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Chapter 21 – SUBDIVISIONS AND PROPERTY DEVELOPMENT

...

ARTICLE III. MINIMUM REQUIREMENTS FOR SUBDIVISION AND/OR RESUBDIVISION

Sec. 21-32. Established.

The subdivider shall comply with the following minimum requirements before consideration will be given to any final plat of any subdivision or resubdivision within the city limits of the City of Alvin or within the ETJ of the City of Alvin. The provisions of this article that do not conflict with section 21-24 shall apply to abbreviated plats.

(Ord. No. 02-AA, § 1, 6-20-02; Ord. No. 23-BB, § 1, 12-7-23)

Sec. 21-33. Streets.

- (a) *Arterial streets.* The arrangement, character, extent, width, grade, and location of all arterial and collector streets shall provide for the continuation or appropriate projection to existing and planned streets, for topographical conditions, for public convenience and safety, and for their appropriate relation to the proposed uses of the land to be served by such streets.
- (b) *Minor streets.* Minor streets shall be so laid out that their use by through traffic will be discouraged.
- (c) *Marginal access streets; reverse frontage, etc.* Where a subdivision abuts or contains an existing or proposed arterial street, the city may require marginal access streets, reverse frontage with screen planting contained in a non-cross reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.
- (d) *Right-of-way parallel streets.* Where a subdivision borders on or contains a railroad right-of-way or a highway right-of-way, the city may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or for commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades and future grade separations.
- (e) *Multiple access points* All subdivisions except single dead-end streets shall have a minimum of two access points to an existing (or future) public streets that borders the development. ~~This may be a boulevard where a second access is not available. A boulevard can serve as a second access point for subdivisions with less than 150 dwelling units.~~
- (f) *Street jogs.* Street jogs with centerline offsets of less than one hundred twenty-five (125) feet shall be avoided.
- (g) *Reverse curves.* A tangent at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets.
- (h) *Connecting street lines.* When connecting street lines deflect from each other at any one point by more than ten (10) degrees, they shall be connected by a curve with a radius adequate to ~~insure~~ensure sight distances of not less than fifty (50) feet for minor and collector streets and of such greater radii as the council shall determine for special cases.
- (i) *Intersections.* Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than sixty (60) degrees.
- (j) *Property lines at street intersections.* Property lines at street intersections shall be rounded with a radius of fifteen (15) feet, or of a greater radius where large truck traffic is anticipated.
- (k) *Rights-of-way widths.* All street rights-of-way widths shall be not less than sixty (60) feet.
- (l) *Half streets.* Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of this chapter; and where the council finds it will be practicable to require the dedication of the other half

when the adjoining property is subdivided. Wherever a half street is adjacent to a tract to be subdivided, the other half of the street shall be dedicated.

- (m) *Dead-end streets.* Dead-end streets, designated to be so permanently, shall not be longer than twelve hundred (1200) feet and shall be provided at the closed end with a turn-around having an outside roadway diameter of at least eighty (80) feet and a street property line diameter of at least one hundred (100) feet.
- (n) *Street names.* No street names shall be used which will duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the council.
- (o) *Street design.* The details of the street design shall conform to the city's design criteria. Concrete paving is required.

• • •

Section 2. That except as amended herein all other provisions of Chapter 21 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceed \$2,000. Each continuing day's violation shall constitute a separate ~~offence~~[offense](#). The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 8. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

PASSED and APPROVED on the 3rd day of April 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 25-G

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 21, SUBDIVISIONS AND PROPERTY DEVELOPMENT, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE III. MINIMUM REQUIREMENTS FOR SUBDIVISION AND/OR RESUBDIVISION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin is continually reviewing the provisions of the City Code of Ordinances to ensure that it meets the current needs of the City and that the procedures herein reflect standard practice; and

WHEREAS, the City Council of the City of Alvin desires to promote the health, safety, and general welfare of its citizens;

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

Section 1. That Chapter 21, Subdivisions and Property Development, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Chapter 21 – SUBDIVISIONS AND PROPERTY DEVELOPMENT

...

ARTICLE III. MINIMUM REQUIREMENTS FOR SUBDIVISION AND/OR RESUBDIVISION

Sec. 21-32. Established.

The subdivider shall comply with the following minimum requirements before consideration will be given to any final plat of any subdivision or resubdivision within the city limits of the City of Alvin or within the ETJ of the City of Alvin. The provisions of this article that do not conflict with section 21-24 shall apply to abbreviated plats.

(Ord. No. 02-AA, § 1, 6-20-02; Ord. No. 23-BB, § 1, 12-7-23)

Sec. 21-33. Streets.

- (a) *Arterial streets.* The arrangement, character, extent, width, grade, and location of all arterial and collector streets shall provide for the continuation or appropriate projection to existing and planned streets, for topographical conditions, for public convenience and safety, and for their appropriate relation to the proposed uses of the land to be served by such streets.
- (b) *Minor streets.* Minor streets shall be so laid out that their use by through traffic will be discouraged.
- (c) *Marginal access streets; reverse frontage, etc.* Where a subdivision abuts or contains an existing or proposed arterial street, the city may require marginal access streets, reverse frontage with screen planting contained in a non-cross reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.
- (d) *Right-of-way parallel streets.* Where a subdivision borders on or contains a railroad right-of-way or a highway right-of-way, the city may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or for commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades and future grade separations.
- (e) *Multiple access points* All subdivisions except single dead-end streets shall have a minimum of two access points to an existing (or future) public street that borders the development. A boulevard can serve as a second access point for subdivisions with less than 150 dwelling units.
- (f) *Street jogs.* Street jogs with centerline offsets of less than one hundred twenty-five (125) feet shall be avoided.
- (g) *Reverse curves.* A tangent at least one hundred (100) feet long shall be introduced between reverse curves on arterial and collector streets.
- (h) *Connecting street lines.* When connecting street lines deflect from each other at any one point by more than ten (10) degrees, they shall be connected by a curve with a radius adequate to ensure sight distances of not less than fifty (50) feet for minor and collector streets and of such greater radii as the council shall determine for special cases.
- (i) *Intersections.* Streets shall be laid out so as to intersect as nearly as possible at right angles and no street shall intersect any other street at less than sixty (60) degrees.
- (j) *Property lines at street intersections.* Property lines at street intersections shall be rounded with a radius of fifteen (15) feet, or of a greater radius where large truck traffic is anticipated.
- (k) *Rights-of-way widths.* All street rights-of-way widths shall be not less than sixty (60) feet.
- (l) *Half streets.* Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of this chapter; and where the council finds it will be practicable to require the dedication of the other half

when the adjoining property is subdivided. Wherever a half street is adjacent to a tract to be subdivided, the other half of the street shall be dedicated.

- (m) *Dead-end streets.* Dead-end streets, designated to be so permanently, shall not be longer than twelve hundred (1200) feet and shall be provided at the closed end with a turn-around having an outside roadway diameter of at least eighty (80) feet and a street property line diameter of at least one hundred (100) feet.
- (n) *Street names.* No street names shall be used which will duplicate or be confused with the names of existing streets. Street names shall be subject to the approval of the council.
- (o) *Street design.* The details of the street design shall conform to the city's design criteria. Concrete paving is required.

• • •

Section 2. That except as amended herein all other provisions of Chapter 21 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceed \$2,000. Each continuing day's violation shall constitute a separate offense. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Incorporation into Code of Ordinances. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances, City of Alvin, Texas, as an addition, amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

Section 6. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 8. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

PASSED and APPROVED on the 3rd day of April 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 25-H, amending Chapter 5, Buildings, of the Code of Ordinances, City of Alvin, Texas, to adopt the 2024 International Building, Swimming Pool and Spa, Residential, Plumbing, Mechanical, Fuel Gas, Energy Conservation, Existing Building, and Property Maintenance Codes, each as published by the International Code Council, Inc.; providing certain amendments and deletions to said standard codes; providing a penalty of an amount not to exceed \$2,000 for each violation of any provision hereof; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

Type of Item: Ordinance

Summary: Ordinance 25-H amends Chapter 5 Buildings of the City of Alvin Code of Ordinances by adopting the 2024 International Codes with related City Staff recommended amendments and deletions to the codes as appropriate.

Periodic adoption of a more current code addition helps to maintain the usefulness of the code by keeping up with current technology and terminology. Adoption of newer codes also keeps the City compliant with the Building Code Effectiveness Grading Schedule (BCEGS) which is a factor used by the Insurance Services Office (ISO) to determine the City's ISO rating. The City's current BCEGS rating is 4 out of 10 (with 1 being superior) for both residential and commercial properties. This adoption will also provide the most current life safety applications with respect to construction, occupancy, use and maintenance of buildings and structures in the City of Alvin.

Staff recommends approval of Ordinance 25-H.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/26/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord. 25-H; Chapter 5 Buildings Adopting 2024 International Codes; Redline
 2. Ord. 25-H; Chapter 5 Buildings Adopting 2024 International Codes; Final
-

Recommendation: Move to approve Ordinance 25-H, amending Chapter 5, Buildings, of the Code of Ordinances, City of Alvin, Texas, to adopt the 2024 International Building, Swimming Pool and Spa, Residential, Plumbing, Mechanical, Fuel Gas, Energy Conservation, Existing Building, and Property Maintenance Codes, each as

published by the International Code Council, Inc.; providing certain amendments and deletions to said standard codes; providing a penalty of an amount not to exceed \$2,000 for each violation of any provision hereof; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Manager, if applicable: X

ORDINANCE NO. 25-H

AN ORDINANCE AMENDING CHAPTER 5, BUILDINGS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, TO ADOPT THE 2024 INTERNATIONAL BUILDING CODE, THE 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE, THE 2024 INTERNATIONAL RESIDENTIAL CODE, THE 2024 INTERNATIONAL PLUMBING CODE, THE 2024 INTERNATIONAL MECHANICAL CODE, THE 2024 INTERNATIONAL FUEL GAS CODE, THE 2024 INTERNATIONAL ENERGY CONSERVATION CODE, THE 2024 INTERNATIONAL EXISTING BUILDING CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, EACH OF AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC.; PROVIDING CERTAIN AMENDMENTS AND DELETIONS TO SAID STANDARD CODES; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), is a Home Rule City possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the City of Alvin’s Home Rule Charter; and

WHEREAS, on October 20, 2005, by Ordinance 05-WW, the City Council of the City of Alvin, Texas, adopted the 2003 International Building Code, the 2003 International Residential Code, the 2003 International Plumbing Code, the 2003 International Mechanical Code, the 2003 International Fuel Gas Code, and the 2003 International Energy Conservation Code, as published by the International Code Council, Inc., along with various local amendments thereto, as the various building codes applicable to building and development within the City of Alvin, and such adoption of the various building codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin; and

WHEREAS, on August 19, 2010, by Ordinance 10-S, the City Council of the City of

Alvin, Texas, adopted the 2009 International Building Code, the 2009 International Residential Code, the 2009 International Plumbing Code, the 2009 International Mechanical Code, the 2009 International Fuel Gas Code, and the 2009 International Energy Conservation Code, as published by the International Code Council, Inc., along with various local amendments thereto, as the various building codes applicable to building and development within the City of Alvin, and such adoption of the various building codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin; and

WHEREAS, on February 16, 2017, by Ordinance 17-E, the City Council of the City of Alvin, adopted the 2015 International Property Maintenance Code, along with various local amendments thereto, as the various property maintenance codes applicable to building and development within the City of Alvin, and such adoption of the various property maintenance codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin; and

WHEREAS, on May 2, 2019, by Ordinance 19-F(a), the City Council of the City of Alvin, Texas, adopted the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Plumbing Code, the 2018 International Mechanical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code, as published by the International Code Council, Inc., along with various local amendments thereto, as the various building codes applicable to building and development within the City of Alvin, and such adoption of the various building codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin; and

WHEREAS, the adoption of the 2024 editions of the International Codes, including the local amendments, will provide the most current life safety applications with respect to

construction, occupancy, use and maintenance of buildings and structures in the City of Alvin; and

WHEREAS, the City Council deems it is in the best interest of the City and its citizens to update the building and development codes and local amendments thereto that are applicable within the City of Alvin, and that Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin should be revised to adopt the 2024 International Building Code, the 2024 International Swimming Pool and Spa Code, the 2024 International Residential Code, the 2024 International Plumbing Code, the 2024 International Mechanical Code, the 2024 International Fuel Gas Code, the 2024 International Energy Code, the 2024 International Existing Building Code, and the 2024 International Property Maintenance Code, as published by the International Code Council, Inc., as the building codes applicable to building and development within the City of Alvin.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. That Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin, Texas, is hereby amended and revised to read as follows:

...

“Sec. 5-4. 202418 International Building Code – Adopted, with amendments.

(a) Except as provided in this section, the International Building Code (IBC), 202418 Edition, including only Appendices C, G, I and J, as published by the International Code Council, Inc., as such may be hereafter amended or recodified is hereby adopted in its entirety as if set out in length herein and is incorporated herein by reference. One copy of the International Building Code shall be on file in the City Secretary’s office and one copy of such code shall be on file in the office of the Building Official.

(1) Section 101.1 of the IBC is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”;

(2) The IBC is amended by deleting Section 103.

(3) Section 105.2 of the IBC is hereby amended by deleting paragraph 1 under “Building” which reads “One story detached accessory structures, used as tool and storage shed, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²)” and paragraph 6 under “Building” which reads “Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.”

(4) Section 113, Board of Appeals, of the IBC is hereby amended to read:

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this Code, there shall be and is hereby created a Building Board of Adjustment and Appeals.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this Code or referenced code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. The Board shall have only the authority granted by Section 5.5-1 of this Code.

(5) Section 114.4 of the IBC is hereby deleted and replaced with the following:

114.4 Violation penalties. “Any person, firm, corporation or agent who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor.

Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by law.

~~(6) Section 1507.8 of the IBC, Wood Shingles and 1507.9 of the IBC, Wood Shakes are hereby amended to include:~~

~~The use of wood shingles and shakes in the construction or reroofing of any structure is prohibited unless specifically authorized by this subsection.~~

~~Existing structures which have wood shingles or shakes shall be repaired with fire retardant pressure treated wood shingles or shakes of a comparable grade; however, owners shall have the option of installing class A, class B, or class C roofing material, as otherwise authorized herein, provided the existing roof structural system is adequate for modification. A ‘repair’ is defined as twenty-five (25) percent or less of the area of the roof. If the repair is more than twenty-five (25) percent of the area of the roof, the~~

~~roof shall be replaced.~~

~~Fire retardant pressure treated wood shingles and shakes authorized for use on single-family residences shall be grade labeled No. 1 and No. 2 wood shingles and No. 1 shakes, with a minimum butt thickness of one-half inch (1/2), and shall be securely fastened with rust resistant nails.~~

~~(7) Table 1507.8.5, Table 1507.8.7, Table 1507.9.6 and Table 1507.9.8 of the IBC are hereby amended to exclude all references to No. 3 wood shingles and No.2 wood shakes.~~

(b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Building Code.

(c) If a conflict arises between any provisions of the International Building Code and any other applicable provisions of a Ccity Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-20, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

...

“Sec. 5-20. International Swimming Pool and Spa Code, 202418 Edition, adopted.

(a) The International Swimming Pool and Spa Code (ISPSC), 202418 Edition and all appendices, are hereby adopted as the Swimming Pool and Spa Code of the City. An authentic copy of each which has been filed with the City Secretary, and one copy of such code shall be on file in the office of the Building Official are hereby adopted and made a part of this section, except as follows:

- (1) Section 101.1 of the ISPSC is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”
- (2) Section 103, Department of Building Safety, is hereby deleted in its entirety.
- (3) Section 105.6.2, Fee Schedule, is hereby deleted.
- (4) Section 107.4, Violation Penalties, is hereby deleted.
- (5) Section 108, Means of Appeal, is hereby deleted in its entirety.

(b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Swimming Pool and Spa Code.

(c) If a conflict arises between any provisions of the International Swimming Pool and Spa Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-22, of the Code of Ordinances, City of Alvin, Texas, is hereby deleted in its entirety.

Sec. 5-22. Reserved.

That Section 5-23, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

“Sec. 5-23. International Residential Code, 202418 Edition, adopted.

(a) Except as provided in this section, the International Residential Code (IRC), 2018 Edition, including only Appendices CA, B, CB, BAE, BFH, BOJ, BDM, and CFP, as published by the International Code Council, Inc., as such may be hereafter amended or recodified is hereby adopted in its entirety as if set out in length herein and is incorporated herein by reference. One copy of the International Residential Code shall be on file in the Ceity Secretary’s office and one copy of such code shall be on file in the office of the Bbuilding Official.

(1) Section R101.1 of the IRC is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”

(2) The IRC is amended by deleting Section R103.

(3) Section R113.4 of the IRC is hereby deleted and replaced with the following:

R113.4 Violation penalties. Any person, firm, corporation or agent who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by law.

(4) Section R112, Board of Appeals, of the IRC is hereby amended to read:

R112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this Code, there shall be and is hereby created a Building Board

of Adjustments and Appeals.

R112.2 *Limitations on authority.* An application for appeal shall be based on a claim that the true intent of this Code or referenced code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. The Board shall have only the authority granted by Section 5.5-1 of this Code.

- (5) Table R302.6, Dwelling/Garage Fire Separation, of the IRC is hereby amended by replacing . . . “1/2-inch” with “5/8-inch type X.”
- (6) Section E3601.6.2, Service disconnect location, of the IRC is hereby deleted and replaced with the following:

E3601.6.2 Service disconnect location. The service disconnecting means shall be installed at a readily accessible location outside of a building nearest the point of entrance of the service conductors. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.

- (7) Table R301.2(1) of said Residential Code is amended to include the following values:

Ground Snow Load: 0
Wind Speed (mph): 140
Seismic Design Category: A
Weathering: Negligible
Frost line depth: 0
Termite: Very Heavy
Decay: Slight to Moderate
Winter Design Temp: 32
Ice shield underlayment required: No
Flood Hazards: Refer to applicable FIRM Map
Air freezing index: -
Mean Annual Temp: 70

- (8) Delete Section R31~~8~~1.2, Egress Door, of the International Residential Code and replace as follows:

Exit Door Required. Not less than two (2) doors conforming to this section shall be provided for each dwelling unit. The required doors shall provide for direct access from the habitable portions of the dwelling to the exterior without travel through a garage. Access to habitable levels not having an exit in accordance with this section shall be by a ramp in accordance with Section R31~~8~~1.8, or a stairway in accordance with Section R31~~8~~1.7.

- (9) Table R402.2 of the IRC is amended to require a minimum compression strength

of 3,000 pounds per square inch for all types or locations of concrete construction.

- (10) Section G2420.2. Meter Valve is hereby amended to read: Every meter shall be equipped with a shut-off valve located on the supply side of the meter, outside of any structure or dwelling, and shall be between the meter and point of entry into any structure or dwelling.

- (b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Residential Code.

- (c) If a conflict arises between any provisions of the International Residential Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-24, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

...

“Sec. 5-24. International Plumbing Code, 20~~24~~18 Edition, adopted.

(a) The International Plumbing Code (IPC), 20~~24~~18 Edition, as published by the International Code Council, Inc., as such may be hereafter amended or recodified is hereby adopted in its entirety as if set out in length herein and is incorporated herein by reference. One copy of the International Plumbing Code shall be on file in the Ccity Secretary’s office and one copy of such code shall be on file in the office of the Building Official, and are hereby adopted and made a part of this division, except as follows:

...

Section 608.17.5.8 Design and Installation: Minimum Requirements

(a) No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.

(b) Spacing.

- (1) The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure.
- (2) New irrigation systems shall not utilize above-ground spray emission devices in landscapes that are less than 48 inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces

along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.

- (3) Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.

(c) Water pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.

(d) Piping. Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.

(e) Irrigation Zones. Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.

(f) Matched precipitation rate. Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.

(g) Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.

(h) Master valve. When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.

(i) PVC pipe primer solvent. All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the 2024 IPC 605.21.3 and 705.10.2 colored primer. ~~Uniform Plumbing Code (Section 316) or the International Plumbing Code (Section 605).~~

...

That Section 5-30, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

...

“Sec. 5-30. International Mechanical Code, 202418 Edition, adopted.

(a) The International Mechanical Code (IMC), 202418 Edition, is hereby adopted as the Mechanical Code of the City. An authentic copy of which has been filed with the City Secretary,

is hereby adopted and made a part of this section, except as follows:

- (1) Section 101.1 of the IMC is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”
- (2) Section 103, Department of Mechanical Inspection, is hereby deleted in its entirety.
- (3) Section 109, Means of Appeal, is hereby deleted.
- (4) Appendix B is hereby deleted.

(b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Mechanical Code.

(c) If a conflict arises between any provisions of the International Mechanical Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-36, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

...

Sec. 5-36. International Fuel Gas Code 202418, adopted.

(a) The International Fuel Gas Code 202418, and all its appendices are hereby adopted as the Fuel Gas Code of the City, an authentic copy of each which has been filed with the City Secretary, and one copy of such code shall be on file in the office of the Building Official are hereby adopted and made a part of this section, except as follows:

- (1) Section 101.1 of the International Fuel Gas Code is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”
- (2) Section 103—Department of Inspection, Section 106.6--Fees, Section 108.4--Violation Penalties, and Section 109--Means of Appeal, are not adopted.
- (3) Section 409.2, Meter Valve is hereby amended to read:

Every meter shall be equipped with a shut-off valve located on the supply side of the meter, outside of any structure or dwelling, and shall be between the meter and point of entry into any structure or dwelling.

~~(b) A copy of such code is on file in the office of the City Secretary. In the event of any conflict between the provisions of the housing code and the provisions of this Code of Ordinances,~~

~~state law and city ordinances, rules and regulations, the provisions of this Code of Ordinances, state law or city ordinances, rules or regulations shall prevail and be controlling.~~

(be) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Fuel Gas Code.

(cd) If a conflict arises between any provisions of the International Fuel Gas Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-41, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

“Sec. 5-41. - International Property Maintenance Code, 202418, adopted.

(a) The International Property Maintenance Code 202418 and all its appendices are hereby adopted as the Pproperty Mmaintenance Ccode of the Ceity, an authentic copy of each which has been filed with the Ceity Ssecretary, and one copy of such code shall be on file in the office of the Building Official, are hereby adopted and made a part of this section, except as follows:

- (1) Chapter 1 is amended to read as shown in Exhibit A to this Oordinance, which is adopted by reference as if fully set out herein.
- (2) In Section 304.14, Insect Screens, “from [date] to [date]” is deleted and replaced with “at all times.”
- (3) In Section 602.3, Heat Supply, “from [date] to [date]” is deleted and replaced with “at all times.”
- (4) In Section 602.4, Occupiable Work Spaces, “from [date] to [date]” is deleted and replaced with “at all times.”

~~(b) A copy of such Ccode is on file in the office of the City Secretary. In the event of any conflict between the provisions of the housing code and the provisions of this Code of Ordinances, state law and city ordinances, rules and regulations, the provisions of this Code of Ordinances, state law or city ordinances, rules or regulations shall prevail and be controlling.~~

(eb) If a conflict arises between any provisions of the International Property Maintenance Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.”

...

That Section 5-47, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Sec. 5-47. International Existing Building Code, 202418, adopted.

(a) The International Existing Building Code 202418 and all its appendices are hereby adopted as the Eexisting Building Code of the City, an authentic copy of each which has been filed with the City Secretary, and one copy of such code shall be on file in the office of the Building Official are hereby adopted and made a part of this section, except as follows:

- (1) Section 101.1 of the International Existing Building Code is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”

~~(b) A copy of such code is on file in the office of the City Secretary. In the event of any conflict between the provisions of the housing code and the provisions of this Code of Ordinances, state law and city ordinances, rules and regulations, the provisions of this Code of Ordinances, state law or city ordinances, rules or regulations shall prevail and be controlling.~~

~~(e)~~ The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Existing Building Code.

~~(d)~~ If a conflict arises between any provisions of the International Existing Building Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-51, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Sec. 5-51. International Energy Conservation Code, 202418, adopted.

(a) The International Energy Conservation Code 202418, and all its appendices are hereby adopted as the Energy Conservation Code of the City, an authentic copy of each which has been filed with the City Secretary, and one copy of such code shall be on file in the office of the Building Official are hereby adopted and made a part of this section, except as follows:

- (1) Section 101.1 of the International Energy Conservation Code is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”

~~(b) A copy of such code is on file in the office of the City Secretary. In the event of any conflict between the provisions of the housing code and the provisions of this Code of Ordinances, state law and city ordinances, rules and regulations, the provisions of this Code of Ordinances, state law or city ordinances, rules or regulations shall prevail and be controlling.~~

~~(e)~~ If a conflict arises between any provisions of the International Energy Conservation Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

Section 3. **Severability.** Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. **Penalty Provision.** Any person, firm, corporation or business entity violating this Ordinance, if deemed guilty and upon conviction thereof, shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 5. **Publication.** The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

Section 6. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code, and the City of Alvin Charter.

Section 7. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 3rd day of April 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 25-H

AN ORDINANCE AMENDING CHAPTER 5, BUILDINGS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, TO ADOPT THE 2024 INTERNATIONAL BUILDING CODE, THE 2024 INTERNATIONAL SWIMMING POOL AND SPA CODE, THE 2024 INTERNATIONAL RESIDENTIAL CODE, THE 2024 INTERNATIONAL PLUMBING CODE, THE 2024 INTERNATIONAL MECHANICAL CODE, THE 2024 INTERNATIONAL FUEL GAS CODE, THE 2024 INTERNATIONAL ENERGY CONSERVATION CODE, THE 2024 INTERNATIONAL EXISTING BUILDING CODE, AND THE 2024 INTERNATIONAL PROPERTY MAINTENANCE CODE, EACH OF AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC.; PROVIDING CERTAIN AMENDMENTS AND DELETIONS TO SAID STANDARD CODES; PROVIDING A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), is a Home Rule City possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the City of Alvin’s Home Rule Charter; and

WHEREAS, on October 20, 2005, by Ordinance 05-WW, the City Council of the City of Alvin, Texas, adopted the 2003 International Building Code, the 2003 International Residential Code, the 2003 International Plumbing Code, the 2003 International Mechanical Code, the 2003 International Fuel Gas Code, and the 2003 International Energy Conservation Code, as published by the International Code Council, Inc., along with various local amendments thereto, as the various building codes applicable to building and development within the City of Alvin, and such adoption of the various building codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin; and

WHEREAS, on August 19, 2010, by Ordinance 10-S, the City Council of the City of

Alvin, Texas, adopted the 2009 International Building Code, the 2009 International Residential Code, the 2009 International Plumbing Code, the 2009 International Mechanical Code, the 2009 International Fuel Gas Code, and the 2009 International Energy Conservation Code, as published by the International Code Council, Inc., along with various local amendments thereto, as the various building codes applicable to building and development within the City of Alvin, and such adoption of the various building codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin; and

WHEREAS, on February 16, 2017, by Ordinance 17-E, the City Council of the City of Alvin, adopted the 2015 International Property Maintenance Code, along with various local amendments thereto, as the various property maintenance codes applicable to building and development within the City of Alvin, and such adoption of the various property maintenance codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin; and

WHEREAS, on May 2, 2019, by Ordinance 19-F(a), the City Council of the City of Alvin, Texas, adopted the 2018 International Building Code, the 2018 International Residential Code, the 2018 International Plumbing Code, the 2018 International Mechanical Code, the 2018 International Fuel Gas Code, and the 2018 International Energy Conservation Code, as published by the International Code Council, Inc., along with various local amendments thereto, as the various building codes applicable to building and development within the City of Alvin, and such adoption of the various building codes and local amendments were codified in Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin; and

WHEREAS, the adoption of the 2024 editions of the International Codes, including the local amendments, will provide the most current life safety applications with respect to

construction, occupancy, use and maintenance of buildings and structures in the City of Alvin; and

WHEREAS, the City Council deems it is in the best interest of the City and its citizens to update the building and development codes and local amendments thereto that are applicable within the City of Alvin, and that Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin should be revised to adopt the 2024 International Building Code, the 2024 International Swimming Pool and Spa Code, the 2024 International Residential Code, the 2024 International Plumbing Code, the 2024 International Mechanical Code, the 2024 International Fuel Gas Code, the 2024 International Energy Code, the 2024 International Existing Building Code, and the 2024 International Property Maintenance Code, as published by the International Code Council, Inc., as the building codes applicable to building and development within the City of Alvin.

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

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. That Chapter 5, Buildings, of the Code of Ordinances of the City of Alvin, Texas, is hereby amended and revised to read as follows:

...

“Sec. 5-4. 2024 International Building Code – Adopted, with amendments.

(a) Except as provided in this section, the International Building Code (IBC), 2024 Edition, including only Appendices C, G, I and J, as published by the International Code Council, Inc., as such may be hereafter amended or recodified is hereby adopted in its entirety as if set out in length herein and is incorporated herein by reference. One copy of the International Building Code shall be on file in the City Secretary’s office and one copy of such code shall be on file in the office of the Building Official.

(1) Section 101.1 of the IBC is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”

(2) The IBC is amended by deleting Section 103.

- (3) Section 105.2 of the IBC is hereby amended by deleting paragraph 1 under “Building” which reads “One story detached accessory structures, used as tool and storage shed, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11.15 m²)” and paragraph 6 under “Building” which reads “Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.”

- (4) Section 113, Board of Appeals, of the IBC is hereby amended to read:

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this Code, there shall be and is hereby created a Building Board of Adjustment and Appeals.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this Code or referenced code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. The Board shall have only the authority granted by Section 5.5-1 of this Code.

- (5) Section 114.4 of the IBC is hereby deleted and replaced with the following:

114.4 Violation penalties. “Any person, firm, corporation or agent who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor.

Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by law.

(b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Building Code.

(c) If a conflict arises between any provisions of the International Building Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-20, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

...

“Sec. 5-20. International Swimming Pool and Spa Code, 2024 Edition, adopted.

(a) The International Swimming Pool and Spa Code (ISPSC), 2024 Edition and all appendices, are hereby adopted as the Swimming Pool and Spa Code of the City. An authentic copy of each which has been filed with the City Secretary, and one copy of such code shall be on file in the office of the Building Official are hereby adopted and made a part of this section, except as follows:

- (1) Section 101.1 of the ISPSC is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”
- (2) Section 103, Department of Building Safety, is hereby deleted in its entirety.
- (3) Section 105.6.2, Fee Schedule, is hereby deleted.
- (4) Section 107.4, Violation Penalties, is hereby deleted.
- (5) Section 108, Means of Appeal, is hereby deleted in its entirety.

(b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Swimming Pool and Spa Code.

(c) If a conflict arises between any provisions of the International Swimming Pool and Spa Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-22, of the Code of Ordinances, City of Alvin, Texas, is hereby deleted in its entirety.

Sec. 5-22. Reserved.

That Section 5-23, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

“Sec. 5-23. International Residential Code, 2024 Edition, adopted.

(a) Except as provided in this section, the International Residential Code (IRC), 2018 Edition, including only Appendices CA, CB, BA, BF, BO, BD, and CF, as published by the International Code Council, Inc., as such may be hereafter amended or recodified is hereby adopted in its entirety as if set out in length herein and is incorporated herein by reference. One copy of the International Residential Code shall be on file in the City Secretary’s office and one copy of such code shall be on file in the office of the Building Official.

(1) Section R101.1 of the IRC is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”

(2) The IRC is amended by deleting Section R103.

(3) Section R113.4 of the IRC is hereby deleted and replaced with the following:

R113.4 Violation penalties. Any person, firm, corporation or agent who shall violate a provision of this Code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of a misdemeanor. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Code is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by law.

(4) Section R112, Board of Appeals, of the IRC is hereby amended to read:

R112.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretation of this Code, there shall be and is hereby created a Building Board of Adjustments and Appeals.

R112.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this Code or referenced code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. The Board shall have only the authority granted by Section 5.5-1 of this Code.

(5) Table R302.6, Dwelling/Garage Fire Separation, of the IRC is hereby amended by replacing . . . “1/2-inch” with “5/8-inch type X.”

(6) Section E3601.6.2, Service disconnect location, of the IRC is hereby deleted and replaced with the following:

E3601.6.2 Service disconnect location. The service disconnecting means shall be installed at a readily accessible location outside of a building nearest the point of entrance of the service conductors. Each occupant shall have access to the disconnect serving the dwelling unit in which they reside.

- (7) Table R301.2(1) of said Residential Code is amended to include the following values:

Ground Snow Load: 0
Wind Speed (mph): 140
Seismic Design Category: A
Weathering: Negligible
Frost line depth: 0
Termite: Very Heavy
Decay: Slight to Moderate
Winter Design Temp: 32
Ice shield underlayment required: No
Flood Hazards: Refer to applicable FIRM Map
Air freezing index: -
Mean Annual Temp: 70

- (8) Delete Section R318.2, Egress Door, of the International Residential Code and replace as follows:

Exit Door Required. Not less than two (2) doors conforming to this section shall be provided for each dwelling unit. The required doors shall provide for direct access from the habitable portions of the dwelling to the exterior without travel through a garage. Access to habitable levels not having an exit in accordance with this section shall be by a ramp in accordance with Section R318.8, or a stairway in accordance with Section R318.7.

- (9) Table R402.2 of the IRC is amended to require a minimum compression strength of 3,000 pounds per square inch for all types or locations of concrete construction.
- (10) Section G2420.2. Meter Valve is hereby amended to read: Every meter shall be equipped with a shut-off valve located on the supply side of the meter, outside of any structure or dwelling, and shall be between the meter and point of entry into any structure or dwelling.

- (b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Residential Code.

(c) If a conflict arises between any provisions of the International Residential Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-24, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

...

“Sec. 5-24. International Plumbing Code, 2024 Edition, adopted.

(a) The International Plumbing Code (IPC), 2024 Edition, as published by the International Code Council, Inc., as such may be hereafter amended or recodified is hereby adopted in its entirety as if set out in length herein and is incorporated herein by reference. One copy of the International Plumbing Code shall be on file in the City Secretary’s office and one copy of such code shall be on file in the office of the Building Official, and are hereby adopted and made a part of this division, except as follows:

...

Section 608.17.5.8 Design and Installation: Minimum Requirements

(a) No irrigation design or installation shall require the use of any component, including the water meter, in a way which exceeds the manufacturer's published performance limitations for the component.

(b) Spacing.

- (1) The maximum spacing between emission devices must not exceed the manufacturer's published radius or spacing of the device(s). The radius or spacing is determined by referring to the manufacturer's published specifications for a specific emission device at a specific operating pressure.
- (2) New irrigation systems shall not utilize above-ground spray emission devices in landscapes that are less than 48 inches not including the impervious surfaces in either length or width and which contain impervious pedestrian or vehicular traffic surfaces along two or more perimeters. If pop-up sprays or rotary sprinkler heads are used in a new irrigation system, the sprinkler heads must direct flow away from any adjacent surface and shall not be installed closer than four inches from a hardscape, such as, but not limited to, a building foundation, fence, concrete, asphalt, pavers, or stones set with mortar.
- (3) Narrow paved walkways, jogging paths, golf cart paths or other small areas located in cemeteries, parks, golf courses or other public areas may be exempted from this requirement if the runoff drains into a landscaped area.

(c) Water pressure. Emission devices must be installed to operate at the minimum and not above the maximum sprinkler head pressure as published by the manufacturer for the nozzle and head spacing that is used. Methods to achieve the water pressure requirements include, but are not limited to, flow control valves, a pressure regulator, or pressure compensating spray heads.

(d) Piping. Piping in irrigation systems must be designed and installed so that the flow of water in the pipe will not exceed a velocity of five feet per second for polyvinyl chloride (PVC) pipe.

(e) Irrigation Zones. Irrigation systems shall have separate zones based on plant material type, microclimate factors, topographic features, soil conditions, and hydrological requirements.

(f) Matched precipitation rate. Zones must be designed and installed so that all of the emission devices in that zone irrigate at the same precipitation rate.

(g) Irrigation systems shall not spray water over surfaces made of concrete, asphalt, brick, wood, stones set with mortar, or any other impervious material, such as, but not limited to, walls, fences, sidewalks, streets, etc.

(h) Master valve. When provided, a master valve shall be installed on the discharge side of the backflow prevention device on all new installations.

(i) PVC pipe primer solvent. All new irrigation systems that are installed using PVC pipe and fittings shall be primed with a colored primer prior to applying the PVC cement in accordance with the 2024 IPC 605.21.3 and 705.10.2 colored primer.

...

That Section 5-30, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

...

“Sec. 5-30. International Mechanical Code, 2024 Edition, adopted.

(a) The International Mechanical Code (IMC), 2024 Edition, is hereby adopted as the Mechanical Code of the City. An authentic copy of which has been filed with the City Secretary, is hereby adopted and made a part of this section, except as follows:

(1) Section 101.1 of the IMC is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”

(2) Section 103, Department of Mechanical Inspection, is hereby deleted in its entirety.

(3) Section 109, Means of Appeal, is hereby deleted.

(4) Appendix B is hereby deleted.

(b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Mechanical Code.

(c) If a conflict arises between any provisions of the International Mechanical Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-36, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

...

Sec. 5-36. International Fuel Gas Code 2024, adopted.

(a) The International Fuel Gas Code 2024, and all its appendices are hereby adopted as the Fuel Gas Code of the City, an authentic copy of each which has been filed with the City Secretary, and one copy of such code shall be on file in the office of the Building Official are hereby adopted and made a part of this section, except as follows:

- (1) Section 101.1 of the International Fuel Gas Code is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”
- (2) Section 103—Department of Inspection, Section 106.6--Fees, Section 108.4--Violation Penalties, and Section 109--Means of Appeal, are not adopted.
- (3) Section 409.2, Meter Valve is hereby amended to read:

Every meter shall be equipped with a shut-off valve located on the supply side of the meter, outside of any structure or dwelling, and shall be between the meter and point of entry into any structure or dwelling.

(b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Fuel Gas Code.

(c) If a conflict arises between any provisions of the International Fuel Gas Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-41, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Sec. 5-41. - International Property Maintenance Code, 2024, adopted.

(a) The International Property Maintenance Code 2024 and all its appendices are hereby adopted as the Property Maintenance Code of the City, an authentic copy of each which has been filed with the City Secretary, and one copy of such code shall be on file in the office of the Building Official, are hereby adopted and made a part of this section, except as follows:

- (1) Chapter 1 is amended to read as shown in Exhibit A to this Ordinance, which is adopted by reference as if fully set out herein.

(2) In Section 304.14, Insect Screens, “from [date] to [date]” is deleted and replaced with “at all times.”

(3) In Section 602.3, Heat Supply, “from [date] to [date]” is deleted and replaced with “at all times.”

(4) In Section 602.4, Occupiable Work Spaces, “from [date] to [date]” is deleted and replaced with “at all times.”

(b) If a conflict arises between any provisions of the International Property Maintenance Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.”

...

That Section 5-47, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Sec. 5-47. International Existing Building Code, 2024, adopted.

(a) The International Existing Building Code 2024 and all its appendices are hereby adopted as the Existing Building Code of the City, an authentic copy of each which has been filed with the City Secretary, and one copy of such code shall be on file in the office of the Building Official are hereby adopted and made a part of this section, except as follows:

(1) Section 101.1 of the International Existing Building Code is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”

(b) The fees set forth in Chapter 28 of the Code of Ordinances, City of Alvin, Texas, shall apply to the International Existing Building Code.

(b) If a conflict arises between any provisions of the International Existing Building Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

That Section 5-51, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

Sec. 5-51. International Energy Conservation Code, 2024, adopted.

(a) The International Energy Conservation Code 2024, and all its appendices are hereby adopted as the Energy Conservation Code of the City, an authentic copy of each which has been

filed with the City Secretary, and one copy of such code shall be on file in the office of the Building Official are hereby adopted and made a part of this section, except as follows:

(1) Section 101.1 of the International Energy Conservation Code is hereby amended, replacing “[NAME OF JURISDICTION]” with the “City of Alvin, Texas.”

(b) If a conflict arises between any provisions of the International Energy Conservation Code and any other applicable provisions of a City Ordinance or Code adopted thereby, the more restrictive provision(s) shall control.

...

Section 3. **Severability.** Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 4. **Penalty Provision.** Any person, firm, corporation or business entity violating this Ordinance, if deemed guilty and upon conviction thereof, shall be fined as set forth herein. Each unlawful act or continuing day’s violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 5. **Publication.** The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

Section 6. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code, and the City of Alvin Charter.

Section 7. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 3rd day of April 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 25-I, amending Chapter 8, Electricity, of the Code of Ordinances, City of Alvin, Texas, providing for the adoption of the 2023 National Electrical Code as published by the National Fire Protection Association; providing certain amendments and deletions to said standard code; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: Ordinance 25-I Amends Chapter 8 Electricity of the City of Alvin Code of Ordinances by adopting the 2023 National Electrical Code with related city staff recommended amendments and deletions to the code as appropriate. The most recent electrical code adoption occurred in May 2019 with the adoption of the 2017 National Electrical Code.

Periodic adoption of a more current code addition helps to maintain the usefulness of the code by keeping up with current technology and terminology. Adoption of newer codes also keeps the City compliant with the Building Code Effectiveness Grading Schedule (BCEGS) which is a factor used by the Insurance Services Office (ISO) to determine the City's ISO rating. The City's current BCEGS rating is 4 out of 10 (with 1 being superior) for both residential and commercial properties. This adoption will also provide the most current life safety applications with regards to the installation of electricity to buildings and structures in the City of Alvin.

Staff recommends approval of Ordinance 25-I.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/28/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord 25-I; Chapter 8; Electricity Adopting 2023 NEC; Redline
 2. Ord 25-I; Chapter 8; Electricity Adopting 2023 NEC; Final
-

Recommendation: Move to approve Ordinance 25-I, amending Chapter 8, Electricity, of the Code of Ordinances, City of Alvin, Texas, providing the adoption of the 2023 National Electrical Code as published by the National Fire Protection Association; providing certain amendments and deletions to said standard code; providing for a severability clause; providing for a penalty; providing for publication; providing

for a savings clause; providing an effective date, and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable:
Reviewed by City Manager, if applicable: X

ORDINANCE NO. 25-I

AN ORDINANCE AMENDING CHAPTER 8, ELECTRICITY, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, PROVIDING THE ADOPTION OF THE 2023 NATIONAL ELECTRICAL CODE AS PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION; PROVIDING CERTAIN AMENDMENTS AND DELETIONS TO SAID STANDARD CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Article I, Chapter 8; of the Code of Ordinances, City of Alvin, Texas, is hereby amended, to read as follows:

ARTICLE I. IN GENERAL

...

Sec. 8-6. National Electrical Code, 20~~23~~¹⁷ Edition, adopted, with Amendments.

(a) The National Electrical Code, 20~~23~~¹⁷ Edition, as adopted by the National Fire Protection Association, Inc. with all Annex provisions, and as amended herein, is hereby adopted and made a part of this chapter. A copy of such code is incorporated herein by reference and made a part hereof for all purposes. An authentic copy of the National Electrical Code, 20~~23~~¹⁷ Edition, shall be on file with the City Secretary.

- (1) Article 100, Part I, Definitions is hereby amended to read, allowing for a termination point for other bonding conductors in addition to communication systems that are required by the various model codes.

Intersystem Bonding Termination. A device that provides a means for connecting bonding conductors for communication systems and other systems such as metallic gas piping systems to the grounding electrode system.

- (2) Article 110, Requirements for Electrical Installations, subsection 110.2 Approval, is hereby amended to read, to add clarity and provide more positive options for enforcement and approval of unlisted equipment.

...

Section 2. That Article VII, Chapter 8; of the Code of Ordinances, City of Alvin, Texas, is hereby amended, to read as follows:

ARTICLE VII. INSTALLATION AND MAINTENANCE STANDARDS

...

DIVISION 2. STANDARDS PRESCRIBED

...

~~Sec. 8-150. Maximum Current.~~

- ~~(a) Not more than ten (10) current outlets and lighting shall be connected to a twenty (20) ampere general use branch circuit.~~
- ~~(b) Not more than four (4) heavy duty lamp holders shall be connected to a twenty (20) ampere lighting circuit.~~
- ~~(c) Kitchens shall be wired with a minimum of #12 THW, THHN, or NMC (non-metallic sheath cable).~~

~~(Ord. No. 13-M, §7, 11-21-13)~~

~~Sec. 8-151. Fluorescent Fixtures and Lighting.~~

- ~~(a) Ceiling, wall or case fixtures, or strip lighting, must be safely and permanently installed, and shall be wired without the use of attachment cords.~~
- ~~(b) Primary wiring for fluorescent light shall be the same as for incandescent light. Surface extensions may be made to fluorescent fixture outlets for a connected load of not more than eighty (80) percent of twenty (20) amperes.~~
- ~~(c) In all cases, the wall or ceiling attachment, the supporting chain and the attachment to the fixture must be of sufficient strength and permanence to properly support the weight of the fixture under all circumstances. Strong steel chains, rods or conduit shall be used.~~
- ~~(d) Stems of pipe supports, which house wiring, shall be approved conduit. The use of common iron pipe is hereby prohibited.~~
- ~~(e) Floodlights must be separate circuits from sign circuits. The goosenecks of not over one hundred fifty (150) watts each may be connected in circuit with neon sign, provided that total wattage does not exceed one thousand three hundred twenty (1320) watts or eighty (80) percent of circuit rating.~~

~~(Ord. No. 13-M, § 7, 11-21-13)~~

Sec. 8-150². Main Lines; Minimum Sizes.

- ~~(a) All service entrance conductors and main service overcurrent units supplying dwellings shall have a minimum current carrying capacity of one hundred (100) amperes including the one hundred ampere panel.~~

~~(b) Service entrance main disconnect and over-current units shall be located as specified in the National Electrical Code and within thirty-six (36) inches of the meter and outside of the building.~~

Sec. 8-153. Reserved

~~Sec. 8-154. Conductors, Size.~~

~~(a) A minimum of three (3) #4 conductors shall be used for all service installations having more than three (3) wire circuits.~~

~~(b) No conductor smaller than No. 12 THHN, THW, or NMC American Wire Gauge size shall be used in any electrical work as covered by this chapter except the following as approved by the NEC:~~

- ~~(1) Pendant and portable cords;~~
- ~~(2) Fixture wire;~~
- ~~(3) No. 12 for individual fixture loads at outlet box;~~
- ~~(4) No. 14 for control circuits operating contractors, relays and the like;~~
- ~~(5) Wiring within display cases;~~
- ~~(6) No. 12 for switch loops, controlling light only in residential occupancies;~~
- ~~(7) No. 12 in circuits for lighting outlets only containing no receptacles.~~

~~(c) A minimum of three (3) #4 conductors shall be used for services on private single-family residences.~~

~~(d) All No. 12 wire must be #12 with ground, and all No. 10 wire must be #10/2 with ground.~~

~~(Ord. No. 13-M, § 7, 11-21-13)~~

~~Sec. 8-155. Wiring, Based Upon Location and Use of Building.~~

~~(a) All wiring used exclusively for, and which is within a building or that part of the building used exclusively as a dwelling, and which is located outside fire zones of the City of Alvin, Texas, shall be wired with the equivalent of one of the following types of wiring, all as regulated by this chapter:~~

- ~~Thin wall conduit;~~
- ~~Standard rigid steel or aluminum conduit;~~
- ~~Flexible metallic conduit; six (6) feet maximum;~~
- ~~Surface metal raceway;~~

~~Nonmetallic cable;~~

~~Service entrance cable as limited by the NEC;~~

~~MC Cable.~~

~~(b) Apartment houses of three (3) stories or less in height, and rooming houses, boarding houses not over one story in height, may be wired as required in subsection (a) of this section; otherwise they shall be wired as required in subsection (c) of this section.~~

~~(c) All electrical work in fire zones of the City of Alvin, Texas, and all electrical work not included in the two (2) preceding paragraphs, shall be installed with the equivalent of one of the following methods, except as shown in the subsequent paragraph, or as otherwise specifically covered by this chapter:~~

~~MC Cable;~~

~~Standard rigid steel or aluminum conduit;~~

~~Thin wall conduit;~~

~~Surface metal raceway;~~

~~Flexible metallic conduit—Six (6) feet maximum.~~

~~(d) Tourist courts, motels, rest homes and nurseries shall be wired as required in subsection (c) of this section.~~

~~(e) The following exceptions to the above wiring methods shall be recognized:~~

~~(1) Equipment wired with other methods which meet the standards, and which bear the~~

~~Underwriters' Laboratory Inc., label of approval by the electrical inspector;~~

~~(2) Wiring methods especially approved elsewhere in this chapter;~~

~~(3) The electrical inspector may approve other equivalent methods of wiring to meet unusual conditions where the methods named in this section are not suitable for the use intended, or where the NEC requires a certain method.~~

Sec. 8-1516. Special Safety Measures.

(a) Wherever new wiring is replacing old wiring, the old wiring must be completely removed where possible, and where said old wiring cannot be removed, it must be rendered impossible of future use before final approval shall be given to the new wiring.

(b) Where additions are being made, and part of the old wiring remains in use, and defects exist in same, the old wiring must be corrected to meet standards under which it was originally

authorized. ~~No additions shall be made which load circuits or feeders beyond the standards established by this chapter. No load shall be added to any conductor smaller than No. 12.~~

- ~~(e) Fuse panels, circuit breakers, etc., shall not be placed in hot water closets, bathrooms, clothes closets, or any similar place where articles may be stored, to hinder accessibility. They shall be located where they are readily accessible to tenants.~~

Sec. 8-157. Use of Aluminum Wiring.

~~Aluminum wiring shall be permitted for use in the following applications:~~

- ~~(1) Installation of the underground service entrance to a structure, provided the wiring is in
———conduit and shall extend only as far as the line side of the meter can or outside
———disconnect.~~
- ~~(2) Use and installation of underground exterior lighting, provided the wiring is in
———conduit.~~
- ~~(3) Installation of temporary service poles and temporary electrical services for
———construction purposes.~~

~~However, aluminum wiring shall not be permitted for the use within any structure within the City of Alvin.~~

~~(Ord. 13-M, § 7, 11-21-13)~~

Section 3. Savings Clause. That, except as amended herein, all other provisions of Chapter 8 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Penalty provision. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction shall be fined an amount not to exceed \$2,000.00 for violation of any provisions governing fire safety or public health and sanitation and not to exceed \$500.00 for violation of any other provision. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 6. **Publication.** The City Secretary of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 7. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code, and the City of Alvin Charter.

Section 8. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 3rd day of April 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 25-I

AN ORDINANCE AMENDING CHAPTER 8, ELECTRICITY, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, PROVIDING THE ADOPTION OF THE 2023 NATIONAL ELECTRICAL CODE AS PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION; PROVIDING CERTAIN AMENDMENTS AND DELETIONS TO SAID STANDARD CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Article I, Chapter 8; of the Code of Ordinances, City of Alvin, Texas, is hereby amended, to read as follows:

ARTICLE I. IN GENERAL

...

Sec. 8-6. National Electrical Code, 2023 Edition, adopted, with Amendments.

(a) The National Electrical Code, 2023 Edition, as adopted by the National Fire Protection Association, Inc. with all Annex provisions, and as amended herein, is hereby adopted and made a part of this chapter. A copy of such code is incorporated herein by reference and made a part hereof for all purposes. An authentic copy of the National Electrical Code, 2023 Edition, shall be on file with the City Secretary.

- (1) Article 100, Part I, Definitions is hereby amended to read, allowing for a termination point for other bonding conductors in addition to communication systems that are required by the various model codes.

Intersystem Bonding Termination. A device that provides a means for connecting bonding conductors for communication systems and other systems such as metallic gas piping systems to the grounding electrode system.

- (2) Article 110, Requirements for Electrical Installations, subsection 110.2 Approval, is hereby amended to read, to add clarity and provide more positive options for enforcement and approval of unlisted equipment.

...

Section 2. That Article VII, Chapter 8; of the Code of Ordinances, City of Alvin, Texas, is hereby amended, to read as follows:

ARTICLE VII. INSTALLATION AND MAINTENANCE STANDARDS

...

DIVISION 2. STANDARDS PRESCRIBED

...

Sec. 8-150. Main Lines; Minimum Sizes.

Service entrance main disconnect and over-current units shall be located as specified in the National Electrical Code and within thirty-six (36) inches of the meter and outside of the building.
Sec. 8-153. Reserved

Sec. 8-151. Special Safety Measures.

- (a) Wherever new wiring is replacing old wiring, the old wiring must be completely removed where possible, and where said old wiring cannot be removed, it must be rendered impossible of future use before final approval shall be given to the new wiring.
- (b) Where additions are being made, and part of the old wiring remains in use, and defects exist in same, the old wiring must be corrected to meet standards under which it was originally authorized.

Section 3. Savings Clause. That, except as amended herein, all other provisions of Chapter 8 of the Code of Ordinances, City of Alvin, Texas shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Penalty provision. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction shall be fined an amount not to exceed \$2,000.00 for violation of any provisions governing fire safety or public health and sanitation and not to exceed \$500.00 for violation of any other provision. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 6. Publication. The City Secretary of the City of Alvin is hereby directed to publish this ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 7. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code, and the City of Alvin Charter.

Section 8. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 3rd day of April 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 25-J, amending Chapter 17, Plumbing, of the Code of Ordinances, City of Alvin, Texas, providing for the reference to the adoption of the 2024 International Plumbing Code as published, with certain amendments and deletions; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: Ordinance 25-J amends Chapter 17 Plumbing, of the City of Alvin Code of Ordinances by referencing the adoption of the 2024 International Plumbing Code with related City Staff recommended amendments and deletions. This Ordinance revises Chapter 17 Plumbing so that it does not conflict with the information in Chapter 5 Buildings relating to the adoption of the Plumbing Code.

Periodic adoption of a more current code addition helps to maintain the usefulness of the code by keeping up with current technology and terminology. Adoption of newer codes also keeps the City compliant with the Building Code Effectiveness Grading Schedule (BCEGS) which is a factor used by the Insurance Services Office (ISO) to determine the City's ISO rating. The City's current BCEGS rating is 4 out of 10 (with 1 being superior) for both residential and commercial properties.

Staff recommends approval of Ordinance 25-J.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/26/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Ord. 25-J; Chapter17; Adopting 2024 International Plumbing Code; Redline (1)
 2. Ord. 25-J; Chapter17; Adopting 2024 International Plumbing Code; Final (1)
-

Recommendation: Move to approve Ordinance 25-J, amending Chapter 17, Plumbing, of the Code of Ordinances, City of Alvin, Texas, providing the reference to the adoption of the 2024 International Plumbing Code as published with certain amendments and deletions; providing for a severability clause; providing for a penalty; providing for publication; providing for a savings clause; providing an effective date, and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable:
Reviewed by City Manager, if applicable: X

ORDINANCE NO. 25-J

AN ORDINANCE AMENDING CHAPTER 17, PLUMBING, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, PROVIDING THE REFERENCE TO THE ADOPTION OF THE 2024 INTERNATIONAL PLUMBING CODE AS PUBLISHED WITH CERTAIN AMENDMENTS AND DELETIONS; ~~PROVIDING FOR A SEVERABILITY CLAUSE;~~ ~~PROVIDING FOR A PENALTY;~~ ~~PROVIDING FOR PUBLICATION;~~ ~~PROVIDING FOR A SAVINGS CLAUSE;~~ ~~PROVIDING AN EFFECTIVE DATE;~~ AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. That Section 17-1, of the Code of Ordinances, City of Alvin, Texas, is hereby amended to read as follows:

“Sec. 17-1. International Plumbing Code, 202418 Edition, with Amendments Adopted.

Except as provided in this Chapter and Chapter 5, Buildings, the International Plumbing Code, 202418 Edition, as such may be hereafter amended or recodified (“the IPC”), is hereby adopted in its entirety as if set out in length herein and is incorporated herein by reference. One copy of the IPC shall be on file in the City Secretary’s office and one copy of such Code shall be on file in the office of the Building Official.

Sec. 17-2. Amendments, deletions, additions, and other modifications.

The IPC adopted in section 17-1 above is hereby additionally amended by the following additions and deletions and is otherwise modified in the following respects:

- (1) *Insurance Requirements.* Plumbing contractors performing work within the Ceity shall maintain insurance in accordance with Texas law. Before any person shall engage in the plumbing business in the Ceity, they shall first obtain the proper license and deposit with the Ceity the following:
 - (a) A certificate of insurance written by a company licensed to transact business in the State of Texas that provides for commercial general liability insurance for the person for claims for property damage or bodily injury (regardless of whether the claim arises from a negligence claim or on a contract claim) in a coverage amount of not less than three hundred thousand dollars (\$300,000.00) for all claims arising in any one-year period.
- (2) *Identification of vehicles.* Every motor vehicle operated upon the public streets of the City of Alvin and used in connection with any plumbing work by any plumber, or by permission of any plumber, shall be clearly marked on two (2) sides with the name of such plumber or his company, the state master plumber’s license number of such responsible plumber, and said plumber’s street address and telephone number. Such information shall be affixed

permanently to such vehicle. Such information appearing only on removable signs shall not be considered to be in compliance with this provision.

- (3) *Fees.* The fees set forth in chapter 28 of this Code shall apply to this chapter.
- (4) *Swimming pool recirculating filtration equipment.* No person shall install or construct a residential swimming pool from and after August 1, 1989, which is not equipped with working recirculating filtration equipment.
- (5) *Insulation of hot water supply lines.* Insulation of all hot water supply lines in any construction engaged in from and after August 1, 1989, shall be of a minimum thickness of one-half inch.
- (6) *Violations.* Any and all violations of this chapter, including the provisions of the IPC, shall constitute a misdemeanor and shall be punishable as provided in the Alvin Code of Ordinances as for other misdemeanor violations.

Sections. 17-3—17-11. - Reserved.

ARTICLE II. - CROSS CONNECTION CONTROL

Sec. 17-12. - Purpose.

The purpose of this article is:

- (1) To protect the public potable water supply of the City of Alvin from the possibility of contamination or pollution by isolating within the consumer's internal distribution system(s) or the consumer's private water system(s) such contaminants or pollutants which could backflow into the public water systems; and;
- (2) To promote the elimination or control of existing cross connections, actual or potential, between the consumer's in-plant potable water system(s) and nonpotable water system(s), plumbing fixtures and industrial piping systems; and;
- (3) To provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

Sec. 17-13. - Protection of public potable water distribution system.

The City of Alvin declares its intent to protect the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of the ~~D~~irector of ~~P~~ublic ~~S~~ervices ~~works and engineering~~, an approved backflow prevention assembly is required (at the consumer's water service connection or within the consumer's private water system) for the safety of the water system, ~~the D~~epartment ~~D~~irector of ~~P~~ublic ~~S~~ervices ~~works and engineering~~, or ~~its~~ ~~their~~ ~~his/her~~ designated representative shall give notice in writing to the consumer to install an approved backflow prevention assembly(s) at a specific location(s) on his/her premises, and the consumer shall immediately install such an approved backflow prevention assembly(s) at the consumer's own expense; failure, refusal or inability on the part of the consumer to install, have tested and maintained said assembly, shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

Sec. 17-14. - Definitions.

The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:

Approval or approved means the following:

- (1) The term approved as herein used in reference to a water supply shall mean a water supply that has been approved by the regulatory agency having jurisdiction.
- (2) The term approved as herein used in reference to an air gap, a double check valve assembly, a reduced pressure principle backflow prevention assembly, or other backflow prevention assemblies or methods shall mean an approval by the administrative authority having jurisdiction.

Auxiliary water supply means any water supply on or available to the premises other than the purveyor's approved public water supply will be considered an auxiliary water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or used waters or industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

Backflow means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the distribution pipes of the potable supply of water from any source or sources. See terms "backsiphonage" and "backpressure."

Backpressure means any elevation of pressure in the downstream piping system (by pump, elevation of piping, or steam and/or air pressure) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow.

Backsiphonage means a form of backflow due to a reduction in system pressure which causes a subatmospheric pressure to exist at a site in the water system.

Backflow preventer means an assembly or means designed to prevent backflow.

- (1) *Air gap* means a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or nonpressure receiving vessel. An "approved air gap" shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel—in no case less than one (1) inch (2.54 cm).
- (2) *Reduced pressure principle backflow prevention assembly* means an assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test cocks and tightly closing resilient seated shutoff valves at each end of the assembly. This assembly is designed to protect against a nonhealth (i.e., pollutant) or a health hazard (i.e., contaminant). This assembly shall not be used for backflow protection of sewage or reclaimed water.
- (3) *Double check valve backflow prevention assembly* means an assembly composed of two (2) independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. (See Section 10 of the most current edition of the Manual of

Cross-Connection Control for additional details). This assembly shall only be used to protect against a non-health hazard (i.e., pollutant).

Commission means the ~~[State-of]~~ Texas Commission on Environmental Quality (“TCEQ”) or its successor agency.

Contamination means an impairment of the quality of the water which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, waste, etc.

Cross-connection means any unprotected actual or potential connection or structural arrangement between a public or a consumer’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance or other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections.

- (1) The term direct cross-connection shall mean a cross-connection which is subject to both backsiphonage and backpressure.
- (2) The term indirect cross-connection shall mean a cross-connection which is subject to backsiphonage only.

Cross-connections—Controlled means a connection between a potable water system and a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

Cross-connection control by containment means the term “service protection,” ~~[which]~~ shall mean the appropriate type or method of backflow protection at the service connection, commensurate with the degree of hazard of the consumer’s potable water system.

Hazard, degree of means the term ~~“degree of hazard,”~~ ~~[which]~~ shall mean either a pollutional (non-health) or contamination (health) hazard and is derived from the evaluation of conditions within a system.

- (1) *Hazard—Health*. The term “health hazard” shall mean an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer’s potable water system that would be a danger to health.
- (2) *Hazard—Plumbing*. The term “plumbing hazard” shall mean an internal or plumbing type cross-connection in a consumer’s potable water system that may be either a pollutional or a contamination type hazard. This includes but is not limited to cross-connections to toilets, sinks, lavatories, wash trays and lawn sprinkling systems. Plumbing type cross-connections can be located in many types of structures including homes, apartment houses, hotels and commercial or industrial establishments. Such a connection, if permitted to exist, must be properly protected by an appropriate type of backflow prevention assembly.
- (3) *Hazard—Pollutional*. The term “pollutional hazard” shall mean an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer’s potable water system but which would not constitute a health or system

hazard, as defined. The maximum degree or intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

- (4) *Hazard—System.* The term “system hazard” shall mean an actual or potential threat of severe danger to the physical properties of the public or the consumer’s potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.

Industrial fluids means any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration which would constitute a health, system, pollutional or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated used waters; all types of process waters and “used waters” originating from the public potable water system which may deteriorate in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulated cooling waters connected to an open cooling tower and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc.; oils, gases, glycerin, paraffins, caustic and acid solutions and other liquid and gaseous fluids used industrially, for other processes, or for fire-fighting purposes.

Pollution means an impairment of the quality of the water to a degree which does not create a hazard to the public health, but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.

Water—Potable means the term “potable water,” [which] shall mean any public potable water supply which has been investigated and approved by the regulatory agency. The system must be operating under a valid health permit. In determining what constitutes an approved water supply, the regulatory agency has final judgment as to its safety and potability.

Water—Non-potable means the term “non-potable water,” [which] shall mean a water supply which has not been approved for human consumption by the regulatory agency having jurisdiction.

Water—Service connection means the term “service connection,” [which] shall mean the terminal end of a service connection from the public potable water system, (i.e., where the water purveyor may lose jurisdiction and sanitary control of the water at its point of delivery to the consumer’s water system). If a water meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the water meter.

Water system means the water system shall be considered as made up of two parts: The water purveyor’s system and the consumer’s system.

- (1) The water purveyor’s system shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system under the complete control of the purveyor, up to the point where the consumer’s system begins. The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system. The distribution system shall include the network of conduits used for the delivery of water from the source to the consumer’s system.

- (2) The consumer's system shall include those parts of the facilities beyond the termination of the water purveyor's distribution system which are utilized in conveying potable water to points of use.

Water—Used means the term “used water,” [which] shall mean any water supplied by a water purveyor from a public potable water system to a consumer's water system after it has passed through the service connection and is no longer under the control of the water purveyor.

Sec. 17-15. - Enforcement authority.

The ~~C~~city ~~M~~anager and ~~D~~irector of ~~public~~ ~~Public~~ ~~S~~ervices ~~works and engineering~~ and/or their designated representatives are invested with authority to implement an effective cross-connection control program and to enforce the provisions of this article.

Sec. 17-16. - Requirements.

- (a) No water service connection to any premises shall be installed or maintained by the water purveyor unless the water supply is protected as required by ~~t~~The City of Alvin laws and regulations and this article. Service of water to any premises shall be discontinued by the water purveyor if a backflow prevention assembly required by this article is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
- (b) The consumer's system should be open for inspection at all reasonable times to authorized representatives of the ~~D~~epartment of ~~P~~ublic ~~works and engineering~~ ~~Services~~ to determine whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations exist. When such a condition becomes known, the ~~director~~ ~~Director~~ of ~~public~~ ~~Public~~ ~~works~~ ~~Services~~ ~~and engineering~~ shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the consumer has corrected the condition(s) in conformance with the ~~C~~city laws relating to plumbing and water supplies and the regulations adopted pursuant thereto.
- (c) An approved backflow prevention assembly shall also be installed on each service line to a consumer's water system at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line wherever the following conditions exist:
 - (1) In the case of premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by the ~~D~~irector of ~~P~~ublic ~~S~~ervices ~~works and engineering~~, the public water system shall be protected against backflow from the premises by installation of an approved backflow prevention assembly in the service line commensurate with the degree of hazard.
 - (2) In the case of premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installation of an approved backflow prevention assembly in the service line commensurate with the degree of hazard. This shall include the handling of process

waters and waters originating from the water purveyor's system which have been subject to deterioration in quality.

- (3) In the case of premises having (1) internal cross-connections that cannot be permanently corrected or protected against, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected against backflow from the premises by installation of an approved backflow prevention assembly in the service line.
- (d) The type of protective assembly required under subsections (c)(1), (2), and (3), shall depend upon the degree of hazard which exists as follows:
 - (1) In the case of any premises where there is an auxiliary water supply as stated in subsection (c)(1), of this section and it is not subject to any of the following rules, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.
 - (2) In the case of any premises where there is water or a substance that would be objectionable but not hazardous to health if introduced into the public water system, the public water system shall be protected by an approved double check valve backflow prevention assembly.
 - (3) In the case of any premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.
 - (4) In the case of any premises where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly at the service connection.
 - (5) In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the public water system shall be protected against backflow from the premises by either an approved air gap or an approved reduced pressure principle backflow prevention assembly on each service to the premises.
- (e) Any backflow prevention assembly required herein shall be a make, model and size approved by the ~~D~~irector of ~~P~~ublic ~~S~~ervices ~~works and engineering~~. The term "approved backflow prevention assembly" shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association entitled: AWWA/ANSI C510-921 Standard for Double Check Valve Backflow Prevention Assemblies; AWWA/ANSI C511-921 Standard for Reduced Pressure Principle Backflow Prevention Assemblies; and, have met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USC FCCCHR) established in: Specifications of Backflow Prevention Assemblies—Section 10 of the most current edition of the Manual of Cross-

Connection Control. Said AWWA and USC FCCCHR standards and specifications have been adopted by the ~~D~~irector of ~~P~~ublic ~~S~~ervices~~works and engineering~~. Final approval shall be evidenced by a “certificate of compliance” for the said AWWA standards; or “certificate of approval” for the said USC FCCCHR specifications issued by an approved testing laboratory.

The following testing laboratory has been qualified by the ~~D~~irector of ~~P~~ublic ~~S~~ervices~~works and engineering~~ to test and approve backflow prevention assemblies: Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California, KAP-200 University Park MC-2531, ~~and~~ Los Angeles, California 90089-2531. Testing laboratories other than the laboratory listed above will be added to an approved list as they are qualified by the ~~D~~irector of ~~P~~ublic ~~works and engineering~~Services.

Backflow preventers which may be subjected to backpressure or backsiphonage that have been fully tested and have been granted a certificate of approval by said qualified laboratory and are listed on the laboratory's current list of approved backflow prevention assemblies may be used without further test or qualification.

- (f) It shall be the duty of the consumer at any premises where backflow prevention assemblies are installed to have a field test performed by a certified backflow prevention assembly tester upon installation and at least once per year. In those instances where the ~~D~~irector of ~~P~~ublic ~~works and engineering~~Services deems the hazard to be great enough, ~~they~~he may require field tests at more frequent intervals. These tests shall be performed at the expense of the water user and shall be performed by a certified tester who holds a current endorsement from the ~~[State of]~~ Texas Commission on Environmental Quality (“TCEQ”). The consumer shall notify the ~~D~~irector of ~~P~~ublic ~~S~~ervices~~works and engineering~~ in advance when the tests are to be undertaken so that an official representative may witness the field tests if so desired. These assemblies shall be repaired, overhauled or replaced at the expense of the consumer whenever said assemblies are found to be defective. Original records of such tests, repairs and overhaul shall be kept and made available to the ~~D~~irector of ~~P~~ublic ~~S~~ervices~~works and engineering~~ within five (5) working days of the test, repair or overhaul of the backflow prevention assembly. The consumer must provide a certification from the certified backflow prevention assembly tester showing that the backflow prevention assembly is operating within specifications. Test reports must be completed by a recognized backflow prevention assembly tester for each assembly tested.
- (g) No backflow prevention assembly or device shall be removed from use, relocated or other assembly or device substituted without the approval of the City of Alvin. Whenever the existing assembly is moved from the present location or cannot be repaired, the backflow prevention assembly shall be replaced with a backflow prevention assembly or device that complies with this article, The American Water Works Association Manual M14, current addition, University of Southern California Manual of Cross Connection Control, current addition, or the current Plumbing Code of the City of Alvin, whichever is more stringent.
- (h) Test gauges used for backflow prevention assemblies testing shall be calibrated at least annually in accordance with the University of Southern California's Manual of Cross Connection Control or the American Water Works Association's Recommended Practice for Backflow Prevention and Cross Connection Control (Manual M14). The original calibration form must be submitted to the City of Alvin within five (5) working days after calibration.

- (i) A customer service inspection must be completed prior to the City ~~[of Alvin]~~ providing continuous water service to all new construction and on any existing service when the water purveyor has reason to believe that cross connections or other contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities. Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:
 - (1) Plumbing inspectors and water supply protection specialists that have been licensed by the ~~[State of]~~ Texas State Board of Plumbing Examiners.
 - (2) Customer service inspectors who have completed a commission approved course, passed an examination administered by the commission or its designated agent and hold current certification or endorsement as a customer service inspector.

The customer service inspection must certify that there are no violations of this article.

Sec. 17-17. - Violations.

- (a) No direct connection between the public drinking water supply and a potential source of contamination is permitted.
- (b) No cross-connection between the public drinking water supply and a private water system is permitted.
- (c) No connection which allows water to be returned to the public drinking water supply is permitted.
- (d) No pipe fitting which contains more than one-fourth (0.25) percent lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- (e) No solder or flux which contains more than two-tenths (0.2) percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use. A minimum of one lead test shall be required for each inspection.

Sec. 17-18. - Penalty.

Any person who violates any provision of this article shall be deemed guilty of a misdemeanor and upon conviction thereof in municipal court shall be subject to a fine in an amount not to exceed two thousand dollars (\$2,000.00) for each offense. Each day the violation exists shall constitute a separate offense.

...

Section 2. Severability. Should any section or part of this ~~O~~rdinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ~~O~~rdinance are declared to be severable.

Section 3. **Penalty Provision.** Any person, firm, corporation or business entity violating this Ordinance if deemed guilty, and upon conviction thereof shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 4. **Publication.** The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

Section 5. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code, and the City of Alvin Charter.

Section 6. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this 3rd day of April, 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 25-J

AN ORDINANCE AMENDING CHAPTER 17, PLUMBING, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, PROVIDING THE REFERENCE TO THE ADOPTION OF THE 2024 INTERNATIONAL PLUMBING CODE AS PUBLISHED WITH CERTAIN AMENDMENTS AND DELETIONS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN:

Section 1. That Section 17-1, of the Code of Ordinances, City of Alvin, Texas, is hereby amended to read as follows:

Sec. 17-1. International Plumbing Code, 2024 Edition, with Amendments Adopted.

Except as provided in this Chapter and Chapter 5, Buildings, the International Plumbing Code, 2024 Edition, as such may be hereafter amended or recodified (“the IPC”), is hereby adopted in its entirety as if set out in length herein and is incorporated herein by reference. One copy of the IPC shall be on file in the City Secretary’s office and one copy of such Code shall be on file in the office of the Building Official.

Sec. 17-2. Amendments, deletions, additions, and other modifications.

The IPC adopted in section 17-1 above is hereby additionally amended by the following additions and deletions and is otherwise modified in the following respects:

- (1) *Insurance Requirements.* Plumbing contractors performing work within the City shall maintain insurance in accordance with Texas law. Before any person shall engage in the plumbing business in the City, they shall first obtain the proper license and deposit with the City the following:
 - (a) A certificate of insurance written by a company licensed to transact business in the State of Texas that provides for commercial general liability insurance for the person for claims for property damage or bodily injury (regardless of whether the claim arises from a negligence claim or on a contract claim) in a coverage amount of not less than three hundred thousand dollars (\$300,000.00) for all claims arising in any one-year period.
- (2) *Identification of vehicles.* Every motor vehicle operated upon the public streets of the City of Alvin and used in connection with any plumbing work by any plumber, or by permission of any plumber, shall be clearly marked on two (2) sides with the name of such plumber or his company, the state master plumber’s license number of such responsible plumber, and said plumber’s street address and telephone number. Such information shall be affixed permanently to such vehicle. Such information appearing only on removable signs shall not be considered to be in compliance with this provision.

- (3) *Fees.* The fees set forth in chapter 28 of this Code shall apply to this chapter.
- (4) *Swimming pool recirculating filtration equipment.* No person shall install or construct a residential swimming pool from and after August 1, 1989, which is not equipped with working recirculating filtration equipment.
- (5) *Insulation of hot water supply lines.* Insulation of all hot water supply lines in any construction engaged in from and after August 1, 1989, shall be of a minimum thickness of one-half inch.
- (6) *Violations.* Any and all violations of this chapter, including the provisions of the IPC, shall constitute a misdemeanor and shall be punishable as provided in the Alvin Code of Ordinances as for other misdemeanor violations.

Sections. 17-3—17-11. - Reserved.

ARTICLE II. - CROSS CONNECTION CONTROL

Sec. 17-12. - Purpose.

The purpose of this article is:

- (1) To protect the public potable water supply of the City of Alvin from the possibility of contamination or pollution by isolating within the consumer's internal distribution system(s) or the consumer's private water system(s) such contaminants or pollutants which could backflow into the public water systems; and
- (2) To promote the elimination or control of existing cross connections, actual or potential, between the consumer's in-plant potable water system(s) and nonpotable water system(s), plumbing fixtures and industrial piping systems; and
- (3) To provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of all potable water systems.

Sec. 17-13. - Protection of public potable water distribution system.

The City of Alvin declares its intent to protect the public potable water distribution system from contamination or pollution due to the backflow of contaminants or pollutants through the water service connection. If, in the judgment of the Director of Public Services, an approved backflow prevention assembly is required (at the consumer's water service connection or within the consumer's private water system) for the safety of the water system, the Director of Public Services, or their designated representative, shall give notice in writing to the consumer to install an approved backflow prevention assembly(s) at a specific location(s) on his/her premises, and the consumer shall immediately install such an approved backflow prevention assembly(s) at the consumer's own expense; failure, refusal or inability on the part of the consumer to install, have tested and maintained said assembly, shall constitute grounds for discontinuing water service to the premises until such requirements have been satisfactorily met.

Sec. 17-14. - Definitions.

The following words, terms and phrases, as used in this article, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates otherwise:

Approval or approved means the following:

- (1) The term approved as herein used in reference to a water supply shall mean a water supply that has been approved by the regulatory agency having jurisdiction.
- (2) The term approved as herein used in reference to an air gap, a double check valve assembly, a reduced pressure principle backflow prevention assembly, or other backflow prevention assemblies or methods shall mean an approval by the administrative authority having jurisdiction.

Auxiliary water supply means any water supply on or available to the premises other than the purveyor's approved public water supply will be considered an auxiliary water supply. These auxiliary waters may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or used waters or industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

Backflow means the undesirable reversal of flow of water or mixtures of water and other liquids, gases or other substances into the distribution pipes of the potable supply of water from any source or sources. See terms "backsiphonage" and "backpressure."

Backpressure means any elevation of pressure in the downstream piping system (by pump, elevation of piping, or steam and/or air pressure) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow.

Backsiphonage means a form of backflow due to a reduction in system pressure which causes a subatmospheric pressure to exist at a site in the water system.

Backflow preventer means an assembly or means designed to prevent backflow.

- (1) *Air gap* means a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or nonpressure receiving vessel. An "approved air gap" shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel—in no case less than one (1) inch (2.54 cm).
- (2) *Reduced pressure principle backflow prevention assembly* means an assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The unit shall include properly located resilient seated test cocks and tightly closing resilient seated shutoff valves at each end of the assembly. This assembly is designed to protect against a nonhealth (i.e., pollutant) or a health hazard (i.e., contaminant). This assembly shall not be used for backflow protection of sewage or reclaimed water.
- (3) *Double check valve backflow prevention assembly* means an assembly composed of two (2) independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. (See Section 10 of the most current edition of the Manual of Cross-Connection Control for additional details). This assembly shall only be used to protect against a non-health hazard (i.e., pollutant).

Commission means the Texas Commission on Environmental Quality ("TCEQ") or its successor agency.

Contamination means an impairment of the quality of the water which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, waste, etc.

Cross-connection means any unprotected actual or potential connection or structural arrangement between a public or a consumer's potable water system and any other source or, system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance or other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow can or may occur are considered to be cross-connections.

- (1) The term direct cross-connection shall mean a cross-connection which is subject to both backsiphonage and backpressure.
- (2) The term indirect cross-connection shall mean a cross-connection which is subject to backsiphonage only.

Cross-connections—Controlled means a connection between a potable water system and a non-potable water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

Cross-connection control by containment means the term "service protection," which shall mean the appropriate type or method of backflow protection at the service connection, commensurate with the degree of hazard of the consumer's potable water system.

Hazard, degree of means the term "degree of hazard" which shall mean either a polluttional (non-health) or contamination (health) hazard and is derived from the evaluation of conditions within a system.

- (1) *Hazard—Health*. The term "health hazard" shall mean an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.
- (2) *Hazard—Plumbing*. The term "plumbing hazard" shall mean an internal or plumbing type cross-connection in a consumer's potable water system that may be either a polluttional or a contamination type hazard. This includes but is not limited to cross-connections to toilets, sinks, lavatories, wash trays and lawn sprinkling systems. Plumbing type cross-connections can be located in many types of structures including homes, apartment houses, hotels and commercial or industrial establishments. Such a connection, if permitted to exist, must be properly protected by an appropriate type of backflow prevention assembly.
- (3) *Hazard—Polluttional*. The term "polluttional hazard" shall mean an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard, as defined. The maximum degree or intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

- (4) *Hazard—System*. The term “system hazard” shall mean an actual or potential threat of severe danger to the physical properties of the public or the consumer’s potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.

Industrial fluids means any fluid or solution which may be chemically, biologically or otherwise contaminated or polluted in a form or concentration which would constitute a health, system, pollutional or plumbing hazard if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated used waters; all types of process waters and “used waters” originating from the public potable water system which may deteriorate in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulated cooling waters connected to an open cooling tower and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as from wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc.; oils, gases, glycerin, paraffins, caustic and acid solutions and other liquid and gaseous fluids used industrially, for other processes, or for fire-fighting purposes.

Pollution means an impairment of the quality of the water to a degree which does not create a hazard to the public health, but which does adversely and unreasonably affect the aesthetic qualities of such waters for domestic use.

Water—Potable means the term “potable water,” which shall mean any public potable water supply which has been investigated and approved by the regulatory agency. The system must be operating under a valid health permit. In determining what constitutes an approved water supply, the regulatory agency has final judgment as to its safety and potability.

Water—Non-potable means the term “non-potable water,” which shall mean a water supply which has not been approved for human consumption by the regulatory agency having jurisdiction.

Water—Service connection means the term “service connection,” which shall mean the terminal end of a service connection from the public potable water system, (i.e., where the water purveyor may lose jurisdiction and sanitary control of the water at its point of delivery to the consumer’s water system). If a water meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the water meter.

Water system means the water system shall be considered as made up of two parts: The water purveyor’s system and the consumer’s system.

- (1) The water purveyor’s system shall consist of the source facilities and the distribution system; and shall include all those facilities of the water system under the complete control of the purveyor, up to the point where the consumer’s system begins. The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system. The distribution system shall include the network of conduits used for the delivery of water from the source to the consumer’s system.
- (2) The consumer’s system shall include those parts of the facilities beyond the termination of the water purveyor’s distribution system which are utilized in conveying potable water to points of use.

Water—Used means the term “used water,” which shall mean any water supplied by a water purveyor from a public potable water system to a consumer’s water system after it has passed through the service connection and is no longer under the control of the water purveyor.

Sec. 17-15. - Enforcement authority.

The City Manager and Director of Public Services and/or their designated representatives, are invested with authority to implement an effective cross-connection control program and to enforce the provisions of this article.

Sec. 17-16. - Requirements.

- (a) No water service connection to any premises shall be installed or maintained by the water purveyor unless the water supply is protected as required by the City of Alvin laws and regulations and this article. Service of water to any premises shall be discontinued by the water purveyor if a backflow prevention assembly required by this article is not installed, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.
- (b) The consumer’s system should be open for inspection at all reasonable times to authorized representatives of the Department of Public Services to determine whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations exist. When such a condition becomes known, the Director of Public Services shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the consumer has corrected the condition(s) in conformance with the City laws relating to plumbing and water supplies and the regulations adopted pursuant thereto.
- (c) An approved backflow prevention assembly shall also be installed on each service line to a consumer’s water system at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line wherever the following conditions exist:
 - (1) In the case of premises having an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional source by the Director of Public Services, the public water system shall be protected against backflow from the premises by installation of an approved backflow prevention assembly in the service line commensurate with the degree of hazard.
 - (2) In the case of premises on which any industrial fluids or any other objectionable substance is handled in such a fashion as to create an actual or potential hazard to the public water system, the public system shall be protected against backflow from the premises by installation of an approved backflow prevention assembly in the service line commensurate with the degree of hazard. This shall include the handling of process waters and waters originating from the water purveyor’s system which have been subject to deterioration in quality.
 - (3) In the case of premises having (1) internal cross-connections that cannot be permanently corrected or protected against, or (2) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-

connections exist, the public water system shall be protected against backflow from the premises by installation of an approved backflow prevention assembly in the service line.

- (d) The type of protective assembly required under subsections (c)(1), (2), and (3), shall depend upon the degree of hazard which exists as follows:
- (1) In the case of any premises where there is an auxiliary water supply as stated in subsection (c)(1), of this section and it is not subject to any of the following rules, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly.
 - (2) In the case of any premises where there is water or a substance that would be objectionable but not hazardous to health if introduced into the public water system, the public water system shall be protected by an approved double check valve backflow prevention assembly.
 - (3) In the case of any premises where there is any material dangerous to health which is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly. Examples of premises where these conditions will exist include sewage treatment plants, sewage pumping stations, chemical manufacturing plants, hospitals, mortuaries and plating plants.
 - (4) In the case of any premises where there are unprotected cross-connections, either actual or potential, the public water system shall be protected by an approved air gap or an approved reduced pressure principle backflow prevention assembly at the service connection.
 - (5) In the case of any premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross-connection survey, the public water system shall be protected against backflow from the premises by either an approved air gap or an approved reduced pressure principle backflow prevention assembly on each service to the premises.
- (e) Any backflow prevention assembly required herein shall be a make, model and size approved by the Director of Public Services. The term “approved backflow prevention assembly” shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association entitled: AWWA/ANSI C510-921 Standard for Double Check Valve Backflow Prevention Assemblies; AWWA/ANSI C511-921 Standard for Reduced Pressure Principle Backflow Prevention Assemblies; and have met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research of the University of Southern California (USC FCCCHR) established in: Specifications of Backflow Prevention Assemblies—Section 10 of the most current edition of the Manual of Cross-Connection Control. Said AWWA and USC FCCCHR standards and specifications have been adopted by the Director of Public Services. Final approval shall be evidenced by a “certificate of compliance” for the said AWWA standards; or “certificate of approval” for the said USC FCCCHR specifications issued by an approved testing laboratory.

The following testing laboratory has been qualified by the Director of Public Services to test and approve backflow prevention assemblies: Foundation for Cross-Connection Control and

Hydraulic Research, University of Southern California, KAP-200 University Park MC-2531, Los Angeles, California 90089-2531. Testing laboratories other than the laboratory listed above will be added to an approved list as they are qualified by the Director of Public Services.

Backflow preventers which may be subjected to backpressure or backsiphonage that have been fully tested and have been granted a certificate of approval by said qualified laboratory and are listed on the laboratory's current list of approved backflow prevention assemblies may be used without further test or qualification.

- (f) It shall be the duty of the consumer at any premises where backflow prevention assemblies are installed to have a field test performed by a certified backflow prevention assembly tester upon installation and at least once per year. In those instances where the Director of Public Services deems the hazard to be great enough, they may require field tests at more frequent intervals. These tests shall be performed at the expense of the water user and shall be performed by a certified tester who holds a current endorsement from the Texas Commission on Environmental Quality ("TCEQ"). The consumer shall notify the Director of Public Services in advance when the tests are to be undertaken so that an official representative may witness the field tests if so desired. These assemblies shall be repaired, overhauled or replaced at the expense of the consumer whenever said assemblies are found to be defective. Original records of such tests, repairs and overhaul shall be kept and made available to the Director of Public Services within five (5) working days of the test, repair or overhaul of the backflow prevention assembly. The consumer must provide a certification from the certified backflow prevention assembly tester showing that the backflow prevention assembly is operating within specifications. Test reports must be completed by a recognized backflow prevention assembly tester for each assembly tested.
- (g) No backflow prevention assembly or device shall be removed from use, relocated or other assembly or device substituted without the approval of the City of Alvin. Whenever the existing assembly is moved from the present location or cannot be repaired, the backflow prevention assembly shall be replaced with a backflow prevention assembly or device that complies with this article, The American Water Works Association Manual M14, current addition, University of Southern California Manual of Cross Connection Control, current addition, or the current Plumbing Code of the City of Alvin, whichever is more stringent.
- (h) Test gauges used for backflow prevention assemblies testing shall be calibrated at least annually in accordance with the University of Southern California's Manual of Cross Connection Control or the American Water Works Association's Recommended Practice for Backflow Prevention and Cross Connection Control (Manual M14). The original calibration form must be submitted to the City of Alvin within five (5) working days after calibration.
- (i) A customer service inspection must be completed prior to the City of Alvin providing continuous water service to all new construction and on any existing service when the water purveyor has reason to believe that cross connections or other contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities. Only individuals with the following credentials shall be recognized as capable of conducting a customer service inspection:
 - (1) Plumbing inspectors and water supply protection specialists that have been licensed by the Texas State Board of Plumbing Examiners.

- (2) Customer service inspectors who have completed a commission approved course, passed an examination administered by the commission or its designated agent and hold current certification or endorsement as a customer service inspector.

The customer service inspection must certify that there are no violations of this article.

Sec. 17-17. - Violations.

- (a) No direct connection between the public drinking water supply and a potential source of contamination is permitted.
- (b) No cross-connection between the public drinking water supply and a private water system is permitted.
- (c) No connection which allows water to be returned to the public drinking water supply is permitted.
- (d) No pipe fitting which contains more than one-fourth (0.25) percent lead may be used for the installation or repair of plumbing at any connection which provides water for human use.
- (e) No solder or flux which contains more than two-tenths (0.2) percent lead can be used for the installation or repair of plumbing at any connection which provides water for human use. A minimum of one lead test shall be required for each inspection.

Sec. 17-18. - Penalty.

Any person who violates any provision of this article shall be deemed guilty of a misdemeanor and upon conviction thereof in municipal court shall be subject to a fine in an amount not to exceed two thousand dollars (\$2,000.00) for each offense. Each day the violation exists shall constitute a separate offense.

Section 2. **Severability.** Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 3. **Penalty Provision.** Any person, firm, corporation or business entity violating this Ordinance if deemed guilty, and upon conviction thereof shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provision imposed under this Ordinance shall not preclude the City of Alvin from filing suit to enjoin the violation. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 4. **Publication.** The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the City of Alvin Charter.

Section 5. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code, and the City of Alvin Charter.

Section 6. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this 3rd day of April 2025.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/3/2025

Department: City Secretary

Contact:

Agenda Item: Discuss and consider increasing City Council compensation (Garivey).

Type of Item: Discussion & Direction

Summary: This item was placed on the agenda for discussion at the request of Council Member Garivey with the Mayor's authorization.

Staff has researched council compensation in surrounding cities, and the findings are provided in the attached spreadsheet.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: _____

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Council Compensation Comparison 25
-

Recommendation:

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☐

City Council Compensation Comparison to Area Cities			
	Mayor	Council	Ordered by
Alvin	\$400.00	\$300.00	Ord
Angleton	\$150.00	\$100.00	Ord/Voter approved
Bunker Hill Village	\$750.00	\$375.00	
Cleveland	\$600.00	\$300.00	Charter/Ord
Dayton	\$0.00	\$0.00	
Deer Park	\$275.00	\$175.00	Charter
Dickinson	\$75 per meeting/not >\$1,800 per yr.	\$75 per meeting/not >\$1,800 per yr.	Charter
Friendswood	\$0.00	\$0.00	Charter
Fulshear	\$1,000.00	\$500.00	
Humble	\$300.00	\$300.00	
Iowa Colony	\$0.00	\$0.00	Charter
Jersey Village	\$0.00	\$0.00	
Lake Jackson	\$250.00	per mo.	Charter
LaPorte	\$400.00	\$200.00	Charter
Manvel *	\$500.00	\$400.00	Charter
Mont Belvieu	\$0.00	\$0.00	
Pasadena	\$300.00	\$300.00	Charter
Pearland	\$1,000.00	\$750.00	Voter approved
Santa Fe	\$0.00	\$0.00	
Stafford	\$900.00 + \$375.00 Car + personal expenses incurred for public official duties	\$250.00 + personal expenses incurred for duties as council member	Charter/Ord
Texas City	\$1,500.00	\$500.00	Ord
Webster	\$600.00	\$400.00	Charter
West University Place	\$400.00	\$200.00	Voter approved
* mayor Pro-tem =\$600			