City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Martin Vela, District A
Chris Vaughn, District B
Richard Garivey, District C

Ashley Davis, District D
Meagan DeKeyzer, District E
Scott Salter, At-Lg P2

Alvin City Council Agenda

Thursday, September 3, 2026

7:00 PM

(Council Chambers)

Alvin City Annex, 302 West House, 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 dixie.roberts@alvin.gov 48 hours prior to the meeting time. The Alvin City Annex is wheelchair accessible, with accessible entry available at the front entrance of the building.

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, **SEPTEMBER 3, 2026,** at 7:00 PM in the Council Chambers at: Alvin City Annex, 302 West House, Alvin, Texas.

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **PUBLIC HEARING**
   A. Public hearing to receive comment on the proposed tax rate of $0.700635 per $100 of valuation for the Fiscal Year 2026-2027 (2026 tax year) for the City of Alvin.
4. **PUBLIC COMMENT**
5. **CONSENT AGENDA**
   A. Consider approval of the August 11, 2026, City Council Workshop meeting minutes.
   B. Consider approval of the August 20, 2026, City Council Workshop meeting minutes.
   C. Consider approval of the August 20, 2026, City Council meeting minutes.
   D. Consider Resolution 26-R-28, approving the 2027 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District No. 3; authorizing the Mayor to execute the agreement; and setting forth other matters related thereto.
   E. Consider terminating the Janitorial Services Provider Contract with Marsden South LLC pursuant to Section 2.01 of the current contract; and authorize the City Manager to take all necessary actions related thereto.
   F. Consider Resolution 26-R-29, awarding Bid #B-26-03, Janitorial Services Provider Contract, to American Janitorial Services, Ltd. for janitorial services at City-owned buildings and park restrooms, for an initial term of twelve (12) months beginning October 1, 2026, with an option to renew for up to three (3) additional one-year terms, with a base annual contract amount of $233,892.00; authorizing the City Manager to execute the Contract; and setting forth other matters related thereto.
   G. Consider Resolution 26-R-30, approving an Interlocal Cooperation Contract between the City of Alvin and the University of Texas at Austin for participation in the Regional

Security Operations Center (RSOC) Program; authorizing the City Manager to execute the Agreement; and setting forth other matters related thereto.

6. OTHER BUSINESS

A. Consider Resolution 26-R-31, approving Addendum No. 5 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Texas Pride Disposal; authorizing the Mayor to execute the Addendum; and setting forth other matters related thereto.

B. Consider Ordinance 26-R, granting consent to the addition of approximately 128.5284 acres of land situated within the corporate limits of the City of Alvin to Brazoria County Municipal Utility District No. 51; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

C. Consider Resolution 26-R-32, approving Amendment No.1 to the Utility Services Contract between the City of Alvin, Texas, Beazer Homes Texas, L.P., KB Home Lone Star Inc., and Brazoria County Municipal Utility District No. 51, adding KB Home Lone Star Inc. and its approximately 128.53-acre tract to the existing Utility Services Contract upon closing on the property; and authorize the Mayor to sign the agreement upon legal review.

D. Consider Resolution 26-R-33 approving a *Lift Station/Force Main Oversize Cost Participation Agreement* with Brazoria County Municipal Utility District 51 and KB Home Lone Star, Inc and authorize the Mayor to sign the agreement upon legal review.

E. Consider Resolution 26-R-34; approving the proposed Collective Bargaining Labor Agreement between the City of Alvin, Texas, and the Alvin Police Officer's Association (APOA); authorizing the Mayor to execute the Agreement; and setting forth other matters related thereto.

F. Consider Ordinance 26-S, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2026-27; excluding the Fire Department and Fire Capital budgets; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

G. Consider Ordinance 26-T, adopting the Fire Department and Fire Capital Budgets for the City of Alvin, Texas for Fiscal Year 2026-2027; directing the City Secretary to post a copy of the budgets on the City of Alvin website; and setting forth other provisions related thereto.

H. Consider Ordinance 26-U, adopting and levying the ad valorem tax rate for Tax Year 2026 (FY27), commencing October 1, 2026, and ending September 30, 2027.

I. 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 551.87 (1)** of the Texas 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.

10. RECONVENE TO OPEN SESSION

11. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the Recreation Center bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin.gov, in compliance with Chapter 551, Texas Government Code, on **THURSDAY, August 27, 2026, at 5:20 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).**

City of Alvin
Taxpayer Impact Statement
For Fiscal Year Ending, September 30, 2027

Required under Texas Government Code Sec. 551.043 as amended by House Bill 1522, effective September 1, 2025.

This notice informs taxpayers of the potential impact of the proposed budget and tax rate for Fiscal Year 2026-2027, comparing what would be paid under the no-new-revenue tax rate versus the proposed tax rate.

1. **Average Taxable Homestead Value:**

Prior Year (FY2025-2026) $206,031
Current Year (FY2026-2027) $215,567

2. **Tax Rates:**

Prior Year Tax Rate (FY25-26) $ 0.685000 per $100 valuation
No-New-Revenue (FY26-27) $ 0.660463 per $100 valuation
Proposed Tax Rate (FY26-27) $ 0.700635 per $100 valuation
Voter Approval Rate (FY26-27) $ 0.818411 per $100 valuation

3. **Estimated Annual Tax Bill Calculation:**

Scenario	Tax Rate	Est. Tax Bill	Difference from No-New Revenue
Prior Year (FY25-26)	$ 0.685000	$1,411.31	(12.43)
No-New Revenue (FY26-27)	$ 0.660463	$1,423.74	---
Proposed Budget (FY26-27)	$ 0.700635	$1,510.34	$86.60
Voter Approval Rate (FY 26-27)	$ 0.818411	$1,764.22	$340.48

Calculations:

- Prior Year Tax Bill = ($206,031 ÷ 100) × $ 0.685000 = $1,411.31
- No-New-Revenue = ($215,567 ÷ 100) × $ 0.660463 = $1,423.74
- Proposed Tax Bill = ($215,567 ÷ 100) × $ 0.700635 = $1,510.34
- Voter Approval Rate = ($215,567 ÷ 100) x $ 0.818411 = $1,764.22

Summary:
If the City of Alvin adopts the proposed tax rate of $0.700635 per $100 valuation, the average homestead owner would pay approximately $86.60 more annually compared to the no-new-revenue tax rate.

City of Alvin Fiscal Year 26-27 Proposed Budget: https://www.alvin.gov/DocumentCenter/View/3050/FY-2026-2027-Proposed-Budget-PDF

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: City Manager **Contact:** Junru Roland, City Manager

Agenda Item: Public hearing to receive comment on the proposed tax rate of $0.700635 per $100 of valuation for the Fiscal Year 2026-2027 (2026 tax year) for the City of Alvin.

Type of Item: Public Hearing

Summary: The City's proposed property tax rate for Fiscal Year 2026–2027 (2026 tax year) is $0.700635 per $100 of assessed valuation. City Council may not adopt a rate higher than the proposed rate.

No-New-Revenue Tax Rate = $0.660463
Voter Approval Rate = $0.818411
De minimis Rate = $0.721874

This proposed rate of $0.700635 is allocated as follows:

- Maintenance & Operations (M&O): $0.546617 per $100 valuation
- Interest & Sinking (I&S / Debt Service): $0.154018 per $100 valuation

City Council will consider adopting the final tax rate under a separate agenda item scheduled for September 3, 2026.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X
Funding Account: ____ **Amount:** _____ **1295 Form Required?** Yes __ No X
Legal Review Required: N/A __ Required X **Date Completed:** _
Finance Review Required: N/A __ Required X **Date Completed:** _

Supporting documents attached:
None

Recommendation: **Mayor Adame to Announce that** City Council will consider adopting a tax rate not to exceed $0.700635 per $100 of valuation for Fiscal Year 2026–2027 (2026 tax year) later during the September 3, 2026, 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: X

MINUTES
CITY OF ALVIN, TEXAS
302 W. HOUSE STREET
CITY COUNCIL BUDGET WORKSHOP MEETING
TUESDAY, AUGUST 11, 2026
6:00 PM

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the Council Chambers at the City Annex, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Ashley Davis, Richard Garivey, Meagan DeKeyzer, Scott Salter, Chris Vaughn and Martin Vela.

Staff members present: Junru Roland, City Manager; Dixie Roberts, Assistant City Manager/City Secretary; Mark Swaim, City Attorney; Michael Gibbs, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Kendall Hunting, Fire Chief, and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss the FY 2026-2027 Proposed Annual Budget.

This item was presented after item C on the agenda but is recorded here to maintain the integrity of the outline.

Junru Roland, City Manager, provided clarification regarding a new tax exemption that took effect this year, which affected the taxable market value of residential properties and resulted in an approximate $49 million reduction in taxable market value. He further requested that Council provide specific direction regarding any budget reductions they would like to make. City Council discussed potential reductions to various expenditures, as well as other opportunities for cost savings, including the possible elimination of the City Council stipend and professional development budgets.

Overall, City Council's consensus was in favor of considering a tax rate of $0.695000; however, no consensus was reached regarding any specific budget item reductions. Members of City Council and staff stated that the budget workshop #3 scheduled for August 20th would be needed.

Presentation by the Alvin Police Officers Association.

Mark Swaim, City Attorney, addressed Council regarding the rules governing collective bargaining. He explained that the rules generally prohibit either party from communicating directly with the other outside the formal negotiation process. However, the Alvin Police Officers' Association (APOA) requested an exception to allow it to provide an informational presentation to City Council. The negotiating team agreed to the request in the interest of openness and to ensure that Council has access to all relevant information. Mr. Swaim asked that City Council refrain from asking questions during the presentation. He noted that APOA had also agreed to present the information without advocacy, making the presentation strictly informational in nature.

Sergeant Aaron Kincaid and John Kerr, a CLEAT representative, presented information regarding various pay-step and compensation structures currently being utilized within the market. They explained that the Association had researched compensation models and pay steps offered by surrounding police departments to identify options that would help the City of Alvin remain competitive.

Discussion regarding the proposed Cardon Development (1,552-acre) development west of SH 288, between FM1462 and CR51.

This item was presented after item B on the agenda but is recorded here to maintain the integrity of the outline.

City Attorney Mark Swaim advised that City Council take no action on the proposed changes to the Cardon Development agreement, stating that the revisions would not provide a benefit to the City. In his opinion, the proposed changes undermine the intent of the original agreement, and he recommended that the parties renegotiate the terms.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:23 p.m.

PASSED and APPROVED the 3rd of September 2026.

ATTEST:

_____ _____

Gabe Adame, Mayor Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
302 W. HOUSE STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, AUGUST 20, 2026
5:30 PM

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 5:30 PM in the Council Chambers at the Alvin City Annex, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Ashley Davis, Richard Garivey, Meagan DeKeyzer, Scott Salter, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Sara Cruz, Deputy City Secretary; Mark Swaim, City Attorney; Michael Gibbs, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Ron Schmitz, Director of EMS, Emergency Management Coordinator, and Robert E. Lee, Police Chief.

Mayor Pro-Tem Keko Moore called the meeting to order. Mayor Adame entered the meeting at 5:54 p.m.

WORKSHOP BUSINESS

Discuss the FY 2026-2027 Proposed Annual Budget.

Junru Roland, City Manager provided an overview of the proposed budget adjustments following the August 11, 2026, Budget Workshop. He confirmed that the City Council budget for salaries and professional development would remain unchanged and explained that the updated budget reflected City Council's consensus to consider a tax rate of $0.695000 per $100 valuation. The proposed adjustments included corresponding reductions in current Industrial District revenue, as well as reductions to the transfer to the Capital Projects Fund, the Police Department overtime budget, along with an increase in projected court revenue. With these and a few other adjustments, the proposed budget was balanced.

City Council further discussed potential reductions to various expenditures and additional opportunities for cost savings.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:49 p.m.

PASSED and APPROVED the 3rd of September 2026.

ATTEST:

_____ _____

Gabe Adame, Mayor Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
302 W. HOUSE STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, AUGUST 20, 2026
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 Session at 7:00 PM in the Council Chambers at the City Annex, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Ashley Davis, Richard Garivey, Meagan DeKeyzer, Scott Salter, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Sara Cruz, Deputy City Secretary; Mark Swaim, City Attorney; Michael Gibbs, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director; Ron Schmitz, Director of EMS/ Emergency Management Coordinator and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Zac Coffmann with Dream City Church gave the invocation. Council member DeKeyzer led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Presentation of the City of Alvin Municipal Court Fines and Delinquent Tax Collections Report by Mike Darlow of Perdue Brandon Fielder Collins & Mott, LLP.

Hayden Bartley of Perdue Brandon Fielder Collins & Mott, LLP., gave a brief presentation of the City of Alvin Municipal Court Fines and Delinquent Tax Collections Report.

EMS/Emergency Management - Annual Departmental Presentation.

Ron Schmitz, Director of EMS, Emergency Management Coordinator, delivered the EMS/Emergency Management Department's annual presentation.

PUBLIC COMMENT

Aimee Ordeneaux of Texas Pride presented comments introducing herself and her intention to attend the future meeting for the upcoming contract addendum.

Jonathon Molder presented comments regarding the Economic Development Budget for Business Incentives.

PUBLIC HEARING

Public Hearing to receive comments on the proposed Fiscal Year 2026-27 Annual Budget.

Mayor Adame opened the public hearing at 7:33 p.m. Resident Gary Reese presented his comments regarding his opposition to a tax rate increase. Mayor Adame closed the public hearing at 7:35 p.m.

CONSENT AGENDA

Consider approval of the August 6, 2026, City Council Workshop minutes.

Consider approval of the August 6, 2026, City Council meeting minutes.

Consider and take action to set the date for the official adoption of the Fiscal Year 2026–2027 Annual Budget for the City Council meeting on September 3, 2026, at 7:00 p.m. at the Alvin City Annex Building, 302 W. House Street, in accordance with Texas Local Government Code §102.007.

Texas Local Government Code section 102.007 states that at the conclusion of a public hearing on the budget, the governing body of the municipality shall take action on the proposed budget. This action could be a vote to adopt the budget or a vote to postpone the adoption to a future meeting. Generally, municipalities will postpone the vote to adopt the budget to have additional time to address citizens' concerns from the hearing, finalize the budget document, or align the budget vote with the vote on the tax rate. Per statute, some action must be taken, and staff recommends postponing a vote to adopt the budget until the September 3, 2026, regular City Council meeting in order to align with the vote on the tax rate as presented on the budget calendar located within the document.

Consider Ordinance 26-O, of the City of Alvin, Texas, amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General by revising definitions, Code Compliance Officer, Shopping Cart, Junk, Refuse, Premises, and Trash, Amending Section 12-4, Mowing Requirements – Public nuisance declared; Amending Section 12-5, Notice of violation; Amending Sections 12-9, Enforcement and Penalty; providing severability, providing penalties, and setting forth other provisions related thereto.

At the City Council Workshop on February 5, 2026, Councilman Salter requested a revision to the Code of Ordinances that would allow staff to issue notices of violation and enforcement for shopping carts located outside a retail establishment.

This Ordinance amends Chapter 12, Health and Sanitation, of the City of Alvin Code of Ordinances. The amendments add "shopping carts" to the types of materials regulated under the nuisance provisions and clarify authority to address the unlawful accumulation, storage, or abandonment of shopping carts.
The revisions include:

- *Adding shopping carts to the ordinance's definitions of "junk," "refuse," and "trash."*
- *Adding a specific definition of "shopping cart" as a wheeled basket or similar device used by customers to transport merchandise from a retail establishment.*
- *Clarify Code Compliance's enforcement responsibility for the unlawful accumulation, storage, or abandonment of shopping carts.*

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

OTHER BUSINESS

Consider Resolution 26-R-27, nominating Schlumberger Technology Corporation ("STC"), located at 14910 Airline Road South, Rosharon, Texas, within the City of Alvin's extraterritorial jurisdiction, as an Enterprise Project pursuant to the Texas Enterprise Zone Act, Chapter 2303 of the Texas Government Code, in support of the proposed investing in its Rosharon Campus; and providing for other matters related thereto.

Schlumberger Technology Corporation ("STC") has requested that the City of Alvin nominate its Rosharon Campus, located at 14910 Airline Road South near SH 288 and FM 1462, for designation as an enterprise project under the Texas Enterprise Zone Program. The property is located within the City of Alvin's extraterritorial jurisdiction (ETJ), west of the Maxter facility, and STC is pursuing an investment program aimed at upgrading and modernizing existing operations at the site.

The Texas Enterprise Zone Program is a state economic development program administered through the Office of the Governor that encourages private investment and job creation by allowing qualifying businesses to apply for refunds of state sales and use taxes paid on eligible expenditures. The amount of any refund is determined by the State based upon qualifying capital investment and employment commitments.

The City previously elected to participate in the Texas Enterprise Zone Program and established local incentives by Ordinance No. 22-AAA, adopted November 17, 2022. The proposed resolution would nominate STC as a qualified business and its Rosharon Campus as an enterprise project. The resolution provides that the local incentives applicable to this nomination are the same as those previously established by the City.

Approval of the resolution does not grant a City sales tax rebate or reduce the City's local sales tax rate or receipts through the Enterprise Zone Program. The Enterprise Zone benefit sought by STC is eligibility to apply to the State for refunds of qualifying state sales and use taxes. Final designation of the project and eligibility for state tax refunds are determined by the State of Texas. Staff recommends approval of Resolution 26-R-27.

Paul Chavez, Economic Development Director, presented this item before City Council with explanation.

Jonathan Ferguson of Schlumberger was also in attendance.

Council member DeKeyzer moved to approve Resolution 26-R-27, nominating Schlumberger Technology Corporation ("STC"), located at 14910 Airline Road South, Rosharon, Texas, within the City of Alvin's extraterritorial jurisdiction, as an Enterprise Project pursuant to the Texas Enterprise Zone Act, Chapter 2303 of the Texas Government Code, in support of the proposed investment of its Rosharon Campus; and providing for other matters related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

Consider Ordinance 26-P, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin by amending Section 2-24(b) "Rules of Procedure" to allow citizens the right to be heard during regular meetings of the City Council regarding matters on the agenda; providing a repealer clause; providing a severability clause; providing for publication; and providing an effective date.

The City of Alvin's current rules of procedure governing citizen participation are contained in Section 2-24(b) of the Code of Ordinances. The proposed ordinance amends these provisions to clarify the public's opportunity to address City Council during regular meetings and to provide that citizen comments are limited to matters listed on the posted agenda. Under the proposed amendment, citizens will have the right to address City Council regarding an agenda item before Council takes action on that item. Language currently allowing citizens to use the public comment period to address non-agenda matters is being removed. Citizens wishing to speak will identify the applicable agenda item on their public comment card.

Limiting comments to posted agenda items also allows for more meaningful interaction between the public and City Council. Because the subject of the citizen's comments will already be included on the posted agenda, Council members may discuss the matter, ask questions, provide clarification, and respond to comments as appropriate during consideration of the agenda item, rather than being limited in their ability to deliberate on a matter that was not posted for consideration. The amendment retains the existing three-minute speaking period and the procedures requiring speakers to submit a public comment card prior to the meeting. The amendment also transfers responsibility for maintaining the speaker time from the City Secretary to the Mayor or the Mayor's designee. Existing provisions addressing recognition by the presiding officer, meeting decorum, interruptions, and disruptive conduct also remain in place.

The proposed amendment is intended to maintain the public's opportunity to provide input on matters being considered by City Council while creating a more structured public-comment process that allows comments, Council discussion, and Council action to occur within the context of properly posted agenda items. Staff recommends approval of Ordinance 26-P.

Mark Swaim, City Attorney, explained that the proposed ordinance is intended to align the City's public comment procedures with state law, which generally limits City Council members from engaging in discussion or taking action on matters not listed on the posted agenda. He noted that, while the City's current procedures allow citizens to address City Council on any topic during public comment, City Council members are limited in how they may respond to those comments.

The City Attorney further stated that, as a representative democracy, citizens may also communicate directly with their elected representatives outside organized meetings to share their requests, concerns, and other matters. City Council discussed ways to provide greater clarity to the public regarding the process for bringing requests and concerns to Council, noting that residents have historically used the public comment portion of City Council meetings to communicate such matters. Further discussion continued on the pros and cons of the proposed ordinance.

Council member Moore moved to approve Ordinance 26-P, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin by amending Section 2-24(b) "Rules of Procedure" to allow citizens the right to be heard during regular meetings of the City Council regarding matters on the agenda; providing a repealer clause; providing a severability clause; providing for publication; and providing an effective date. Seconded by Council member Vaughn; motion failed with members Davis, DeKeyzer, Garivey and Salter voting No.

Consider Ordinance 26-Q, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, Texas, for the purpose of revising certain water and wastewater fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for an

effective month of October billing cycles for the Fiscal Year 2026-27; and setting forth other provisions related thereto.

The City Ordinance requires that water and sewer rates be increased, at minimum, based on the annual consumer price index rate for all urban consumers (CPI-U) for the Houston-Galveston-Brazoria, Texas area. The ordinance also allows the consideration of other factors to determine if an additional increase in water and sewer rates is warranted. In January 2023, the City held a City Council workshop in which the City's consultants presented the results of the Wastewater Master Plan and the Water & Wastewater rate study. Staff was able to defer and reprioritize some of the utility projects which ultimately deferred the implementation of the recommended FY24 (13%) and FY25 (14.9%) increases water and sewer rate increases,

In FY27, staff recommends issuing revenue bonds (originally anticipated to be issued in FY24) to fund $32.5M of projects identified in the Utility Master Plan and this will necessitate the increase in water and wastewater rates by 13% as originally calculated in the water rate study for FY24. This calculates to an approximately $14.40 monthly increase for the average residential customer, using 5,000 gallons per month. The revenue generated from the rate increase will be used to fund the continuation of the Water/Wastewater Master Plan capital improvement program, water and wastewater operations and maintenance needs, as well as the annual principal and interest payments on bonds and other bond covenant requirements. The proposed water and wastewater rate increases for FY27 are as follows:

WATER RATES	***Current Rate***	***13.00% Rate Increase***	***Proposed Rate***
Base 2,000 Gallons			
Residential	*$27.15*	*$3.53*	*$30.68*
Commercial	*$28.48*	*$3.70*	*$32.18*
Per each 1,000 (2,001- 7,000)	*$ 6.93*	*$0.90*	*$ 7.83*
Per each 1,000 (7,001- above)	*$10.60*	*$1.38*	*$11.98*

WASTEWATER RATES	***Current Rate***	***13.00% Rate Increase***	***Proposed Rate***
Base 2,000 Gallons			
Residential	*$42.08*	*$5.47*	*$47.55*
Commercial	*$43.30*	*$5.63*	*$48.93*
Per each 1,000 (2,001- above)	*$ 6.93*	*$0.90*	*$ 7.83*

Staff recommends approval of Ordinance 26-Q.

Michael Gibbs, Finance Director, presented this item before City Council with explanation.

Council member Moore moved to approve Ordinance 26-Q, amending Chapter 28, Comprehensive Fee Ordinance of the Code of Ordinances of the City of Alvin, Texas, for the purpose of revising certain water and wastewater fees for residential and commercial customers; providing for a ten percent (10%) penalty for late payment; providing for an effective month of October billing cycles for the Fiscal Year 2026-27; and setting forth other provisions related thereto. Seconded by Council member Vaughn; 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 Moore invited everyone to the 25th Anniversary of Keep Alvin Beautiful at the Alvin Historical Train Depot on August 27th.

Council member Salter reminded everyone of the upcoming Hispanic Heritage Fiesta event on September 19th and that applications are open for the Alvin Volunteer Fire Department Academy.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:03 p.m.

PASSED and APPROVED the 3rd of September 2026.

ATTEST:

_____ _____

Gabe Adame, Mayor Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Fire Department **Contact:** Kendall Hunting, Fire Chief

Agenda Item: Consider Resolution 26-R-28, approving the 2027 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District No. 3; authorizing the Mayor to execute the agreement; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: The Brazoria County Emergency Services District #3 was first formed in 2004. Brazoria County Commissioners appoint five (5) ESD #3 Board of Directors to authorize and appropriate funding for Fire and Emergency Medical Services (EMS) to the approximately 120 square miles surrounding the city limits of Alvin. Each entity/provider is allowed to submit a budget to the five (5) member ESD #3 Board of Directors each year. The ESD #3 Board of Directors then reviews the budget requests and allows each entity/provider the opportunity to give a short presentation on their budget requests. Upon approval, the Board of Directors allocates the funds to each entity/provider accordingly.

The agreement remains largely unchanged. The primary revision is in Section VIII Subsection (c) – states that $25,000 will be applied by the City towards the city's acquisition costs of a LUCAS Device for use within the City, District and any other location to which response is needed. A LUCAS device is a portable, battery-powered machine that gives automated chest compressions to a person in cardiac arrest.

There is also an addendum to the existing interlocal agreement between Brazoria County Emergency Services District No. 3, the City of Alvin, and the Liverpool area, related to fire protection services. This addendum is part of the overall ESD agreement and has been in place for several years following the District's assumption of operations for the Liverpool Volunteer Fire Department in 2023. No changes from previous years.

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT #3 ANNUAL CONTRIBUTIONS TO THE CITY OF ALVIN				
Calendar Year	**Emergency Medical Services**	**Fire & Rescue Services**	**Fire & Rescue Services (Liverpool)**	**Total**
2022	$408,000	$399,240		$807,240
2023	$420,000	$419,202	$12,000	$851,202

2024	$445,000	$431,778	$12,000	$888,778
2025	$463,000	$453,367	$12,000	$928,367
2026	$486,000	$476,035	$12,000	$974,035
2027 (proposed)	$535,000	$499,836	$12,000	

Staff recommends approval.

Funding Expected: Revenue X Expenditure _ N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Account: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/27/26

Finance Review Required: N/A __ Required X **Date Completed:** ___

Supporting documents attached:

1. Res 26-R-28; ESD3 2027 Interlocal Agreement
2. Exhibit A; ESD 3 Interlocal

Recommendation: Move to approve Resolution 26-R-28; approving the 2027 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District No. 3; authorizing the Mayor to execute the agreement; and setting forth other matters related thereto.

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: X

RESOLUTION 26-R-28

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE 2027 INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES WITH BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, Brazoria County Emergency Services District No. 3 contracts with the City of Alvin for the provision of fire and emergency medical services within the District's designated Service Area; and

WHEREAS, pursuant to the Agreement, the City of Alvin, through the Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department, will provide such emergency services within the District's Service Area, and Brazoria County Emergency Services District No. 3 will compensate the City for those services; and

WHEREAS, the City of Alvin and Brazoria County Emergency Services District No. 3 desire to enter into the 2027 Interlocal Agreement for Emergency Services, attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds that approval of the Agreement is in the best interest of the City of Alvin.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The 2027 Interlocal Agreement for Emergency Services with Brazoria County Emergency Services District No. 3, attached hereto as Exhibit "A," is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the City.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution 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.

Section 4. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the 3rd day of September, 2026.

CITY OF ALVIN, TEXAS **ATTEST**

By: _____ By: _____

Gabe Adame, Mayor Dixie Roberts, City Secretary

INTERLOCAL AGREEMENT FOR
EMERGENCY SERVICES

This **INTERLOCAL AGREEMENT FOR EMERGENCY SERVICES** (herein "Agreement") is entered into effective the 1st day of January, 2027, by and between **BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3** ("DISTRICT"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code and **THE CITY OF ALVIN, TEXAS** ("CITY OF ALVIN") for TEN AND NO/100 ($10.00) DOLLARS, the mutual covenants and agreements herein contained, and other good and valuable consideration. Accordingly, **DISTRICT** and **CITY OF ALVIN** agree to the following:

I.

PARTIES

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 is a political subdivision of the State of Texas, organized and operating in portions of Brazoria County, Texas under Chapter 775 of the Texas Health & Safety Code. **THE CITY OF ALVIN, TEXAS** is a municipal body politic of the State of Texas. Both DISTRICT and CITY OF ALVIN propose to enter into an Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The purpose of the Agreement is for CITY OF ALVIN to perform certain government functions and services for DISTRICT. Such government functions and services are limited to emergency medical services, emergency ambulance services, fire protection and suppression services to protect life and property from fire and conserve natural and human resources, and to provide rescue services (referred to herein as "emergency services") to persons and commercial interests located within the geographic boundaries of a portion of the DISTRICT (herein the "Service Area", as described and set forth in Exhibits "A1 - Fire" and "A2- EMS", attached hereto and incorporated by reference). The City and the Department agree that the Emergency Services are "governmental functions" as defined in the Interlocal Agreement Act, Texas Government Code §791.003. The City and the Department further

agree that the Emergency Services are "homeland security activities" as defined under Texas Government Code § 421.001.

CITY OF ALVIN acknowledges and represents that it is familiar with the Service Area and agrees to provide the emergency services in accordance with this Agreement. The parties, CITY OF ALVIN and DISTRICT, agree and acknowledge that CITY OF ALVIN shall in its sole discretion determine the manner in which to perform and deliver said emergency services, including the selection of the service provider. The parties, CITY OF ALVIN and DISTRICT, both agree and acknowledge that CITY OF ALVIN intends to select and assign the responsibility of providing such emergency services to the service area to Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department, departments of the CITY OF ALVIN.

II.
TERM; EARLY TERMINATION

The term of this Agreement will be for a period beginning January 1, 2027 and ending December 31, 2027. Either party may terminate this Agreement upon six months written notice to the other party, along with a copy of same to the Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department.

The term of this Agreement may be extended only upon the mutually signed agreement of both parties upon such terms and conditions as agreed to at that time.

III.
TERMS OF COMPENSATION

(a) During the original term of this Agreement, the Compensation to be paid by DISTRICT to CITY OF ALVIN for the services to be provided by CITY OF ALVIN hereunder shall be as follows: DISTRICT to pay to CITY OF ALVIN an amount of **$1,009,836** per annum. These payments shall be made in quarterly installments paid at the District's regular meetings held in January, April, July and October. The Parties agree that the distribution of the funds is to be **$535,000** for emergency medical services and **$499,836** for fire and rescue services. Any payments made to the CITY by the DISTRICT for fire protection, suppression and rescue services

under a temporary extension of the 2026 annual contract shall be applied towards the total annual Compensation amount stated above.

(b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be non-refundable. In the event CITY OF ALVIN terminates this Agreement during the term, the compensation paid or due and payable shall be refundable to DISTRICT based on a pro rata basis (to wit, the percentage of the term completed as of the termination date).

(c) The CITY OF ALVIN has the sole discretion to determine how these funds are expended, however the Parties agree that a set amount of the total amount paid, specifically, TWENTY-FIVE THOUSAND and 00/100 ($25,000.00) will be applied by the CITY towards the CITY's acquisition costs of a LUCAS Device. This payment of $25,000 by the District to the CITY for the LUCAS Device acquisition will be paid by the District in July 2027. The parties further acknowledge and agree that the District's contributions towards the acquisition costs create a lien interest in the LUCAS Device in proportion to the District's payments to the CITY which the Parties agree will be applied towards the CITY's total acquisition costs, as detailed below. The lien interest held by the District shall apply to any disposition of the LUCAS Device by the CITY which results in cash, cash equivalent or credit being received by the CITY for any reason, including but not limited to the eventual sale of the LUCAS Device, receipt of insurance proceeds due to damage, or trading the LUCAS Device towards the acquisition of replacement equipment. The District's lien interest will depreciate in an even amount per year, reducing the lien interest to 0% effective December 31, 2032. The Parties agree that the LUCAS Device will be used by the City's EMS Department within the City, within the District and in any other location to which the City Fire Department responds.

IV.

LIMITATIONS ON REPRESENTATIONS AND WARRANTIES

CITY OF ALVIN agrees to use its best efforts in carrying out its duties under this Agreement, and represents that the quality of the emergency services provided will be

equal to or better than the services that had been provided in the Service Area as of January 1, 2026. Neither CITY OF ALVIN nor Alvin Emergency Medical Services Department (including its employees, volunteers or members) nor Alvin Volunteer Fire Department (including its employees, volunteers or members) may waive or limit any grounds or basis of immunity or limitation of liability as a political subdivision or as a volunteer or emergency organization (as the case may be), including, but not limited to, V.T.C.A., Civil Practice & Remedies Code, Subchapter B. Tort Liability of Governmental Units, Section 101.001, et seq.

V.
DUTIES AND RESPONSIBILITIES OF THE CITY OF ALVIN AND THE DEPARTMENTS

(a) CITY OF ALVIN agrees to provide the emergency services to the Service Area, as provided and subject to the limitations and provisions contained herein.

However, DISTRICT acknowledges that it recognizes that CITY OF ALVIN is a municipality with similar statutory obligations to its own corporate area and that the Alvin Emergency Medical Services Department and Alvin Volunteer Fire Department similarly provide similar emergency services to CITY OF ALVIN. DISTRICT further acknowledges that it recognizes that the providing of necessary emergency services to DISTRICT shall not be exclusive, but shall be rendered in the context of the CITY OF ALVIN's and Alvin Emergency Medical Services Department's and Alvin Volunteer Fire Department's emergency response protocols, including CITY OF ALVIN's use and reliance from time to time on mutual aid agreements that it has or will have with other emergency services providers.

(b) CITY OF ALVIN shall provide the necessary staffing and equipment for the providing of the emergency services to the service area in accordance with this Agreement, and shall enter into and maintain reciprocal mutual aid agreements with surrounding EMS departments and fire departments when necessary or advisable. Firefighting personnel are required to complete a minimum of 40 hours of certified training per year, prorated for partial year for any personnel who join the Fire Department later

than January 15th. EMS personnel shall maintain training as required by the Texas Department of State Health Services.

(c) The Mayor of the CITY OF ALVIN or his/her designee shall be the liaison with DISTRICT.

(d) Notwithstanding anything in this Agreement which may be construed to the contrary, this interlocal agreement shall not operate as a merger, consolidation or annexation of one political subdivision by another.

(e) It is not the intention of the parties hereto to create a partnership or association. The duties and liabilities of CITY OF ALVIN and DISTRICT are intended to be separate and not joint or collective. Nothing contained in this Agreement and in any agreement made pursuant hereto shall ever be construed to create a partnership or association or impose a partnership duty, obligation or liability with respect to any one or more of the parties hereto.

(f) CITY OF ALVIN shall name DISTRICT as an additional insured on its liability insurance policies during the original and any extended term of this Agreement.

(g) QUARTERLY REPORTS TO DISTRICT

(1) CITY OF ALVIN shall furnish to DISTRICT no later than 30 days following the end of each fiscal quarter, a copy of the monthly reports listing the total number of runs made by Alvin Volunteer Fire Department within the Service Area for the prior quarter, including a breakdown of total runs by category using the Department's category designations. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received.

(2) Quarterly report information shall include response times for the prior quarter using the following criteria:

(A). From time of dispatch or time Department receives call to time first fire unit on location

(B). Average Response times overall

(C). Response times to these categories of calls - Structure Fires, Motor vehicle crashes, and EMS calls, including

(i). Average response time to each category;

(ii). Fastest response time to each category; and

(iii). Slowest response time to each category

(3) CITY OF ALVIN shall furnish to District no later than 30 days following the end of each fiscal quarter, a copy of the monthly reports listing the total number of runs made by Alvin EMS within the Service Area for the prior quarter, including a breakdown of total runs by category using the Department's category designations. Failure to provide the required quarterly reports will result in the District withholding quarterly payments until the reports are received. Quarterly report information shall include response times for the prior quarter using the following criteria:

(A). Incident information to be provided:

(i). Total number of incidents responded to within the District service area.

(ii). Number of incidents by incident type, specifically noting the number of Cardiac Arrest, Traumatic injuries, Motor vehicle crashes, Difficulty breathing, or any other Echo or Delta or high acuity incident.

(iii). Number & Type of calls by the hour & day of the week.

(B). Response Times information to be provided:

(i). From time of dispatch/time EMS receives call to time first EMS unit on location

(ii). Average Response times overall for all District incidents

(iii). Response times to Cardiac Arrest, Traumatic injuries, Motor vehicle crashes, Difficulty breathing, or any other Echo or Delta or high acuity incident.

(aa). Average response time to each category;

(bb). Fastest response time to each category; and

(cc). Slowest response time to each category.

(4) City shall include a list of Department personnel with the 2nd and 4th quarter reports filed with the District. The City/Department providing lists/rosters of personnel to the District is not a waiver of the Government Code section 418.176 requirement to keep staffing information confidential,

as the District will not publicly discuss or distribute the staffing information. The District is an emergency services provider and any exchange of staffing information between the District and City/Department is an intergovernmental transfer of information and not a public release of said information. Information provided under this subsection shall include NIMS certifications for each emergency responder.

(h) CITY OF ALVIN will provide to the DISTRICT an audit, or portion of the City's audit, showing the funding and expenditures for EMS and fire services funded by the DISTRICT for the prior fiscal year. The audit will be provided to the DISTRICT no later than 60 days after it is completed and accepted by the CITY OF ALVIN.

(i) City and Department agree that for any dispatched call in the District's contracted area for a structure fire, the Department shall have automatic aid or automatic mutual aid with neighboring agencies in place to ensure adequate response to such calls.

(j) Upon receiving an extrication dispatch, the Department will take reasonable steps to ensure that the response will include personnel with two sets of rescue tools. Department shall request mutual aid if needed to meet this objective.

VI.
DISPATCH COOPERATION

DISTRICT and CITY OF ALVIN both agree to cooperate in presenting any letters or Resolutions to the 911 Network and the CITY OF ALVIN's local dispatchers.

VII.
AUTOMATIC AMENDMENT

This Agreement shall be automatically amended to conform to any laws or city ordinances that are applicable to CITY OF ALVIN or DISTRICT. Should any of the provisions of this Agreement be in such conflict, the contrary provision of this Agreement shall be amended to conform to said law or ordinance.

VIII.
AMENDMENT BY MUTUAL AGREEMENT

This Agreement may be amended only by the mutually signed and written agreement of the parties.

IX.

ASSIGNABILITY

This Agreement shall not be assigned by either party regarding delivery of necessary emergency services by CITY OF ALVIN.

X.

MISCELLANEOUS

If any term or provision of this Agreement shall be held invalid or unenforceable, then the remainder of the Agreement, other than the invalid unenforceable part, shall not be affected thereby and each other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

This Agreement embodies the whole agreement of the parties and supersedes all previous communications, representations or agreements between the parties with respect to the matters contained herein.

XI.

NOTICES

All notices hereunder shall be in writing and delivered or sent Certified Mail, Return Receipt Requested to the parties at their addresses below. Notices sent to the District shall be copied to the District's counsel, Coveler & Peeler, P.C. at 820 Gessner, Suite 1710, Houston, Texas 77024.

XII.

VENUE AND CONTROLLING LAW

The validity, interpretation, and performance of this Contract shall be governed by the laws of the State of Texas. This Contract is fully performable and enforceable in Brazoria County, Texas wherein venue hereunder shall lie.

CITY OF ALVIN, TEXAS

By: _____
Print Name: _____
Title: _____

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Darrell Valusek, President

Address for Notice:

_____

_____

Date: _____

Acknowledged:

ALVIN EMERGENCY MEDICAL SERVICES DEPARTMENT

By: Ron Schmitz
Print Name: Ron Schmitz
Title: EMS Director

Address for Notice:

_____

_____

Address for Notice:
P.O. Box 1253
Manvel, TX 77578
Date: _____

Acknowledged:

ALVIN VOLUNTEER FIRE DEPARTMENT

By: Kendall Hunting
Print Name: Kendall Hunting
Title: Fire Chief

Address for Notice:

_____

_____

EXHIBIT "A-1 Fire"

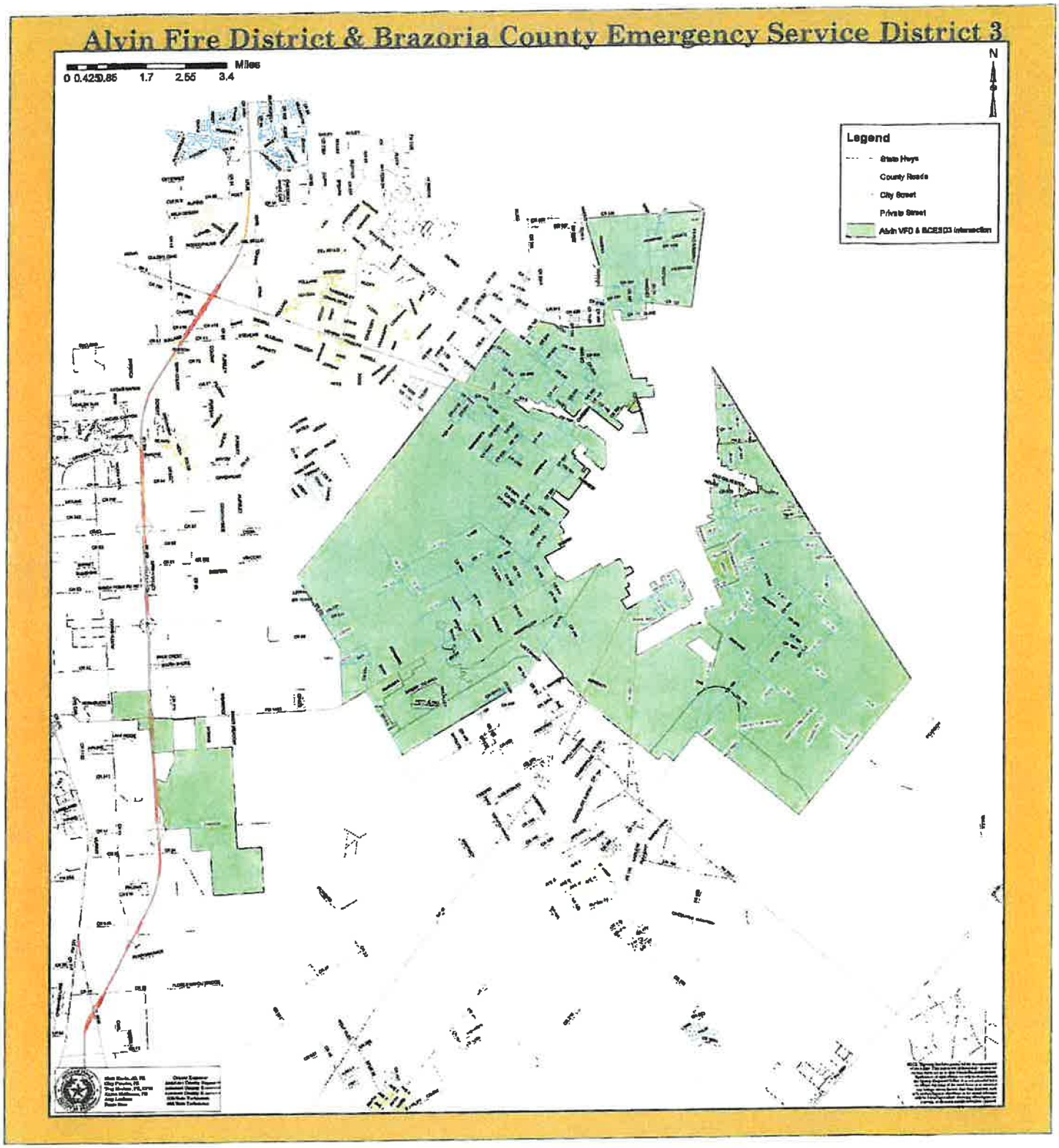
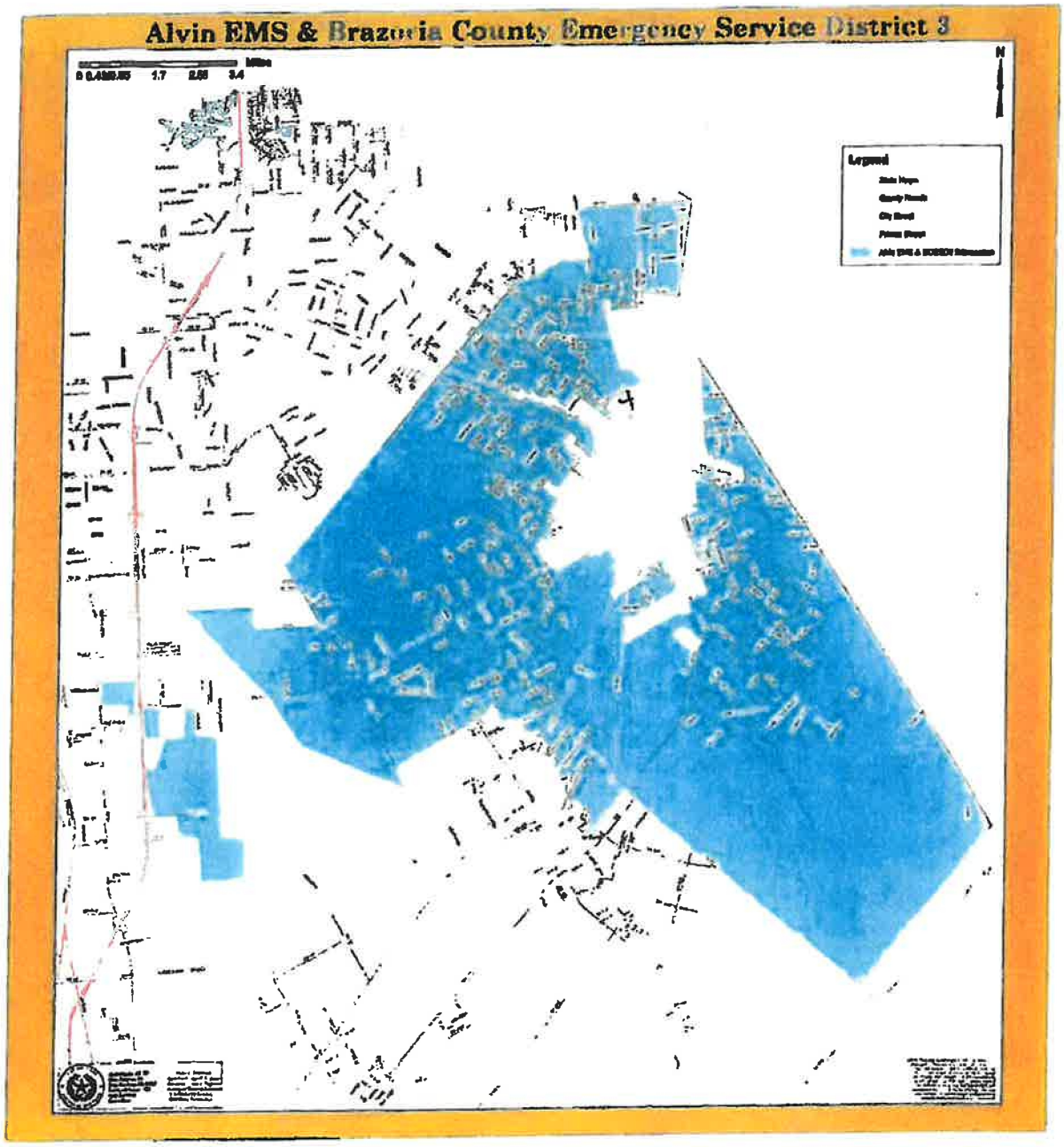

Alvin Fire District & Brazoria County Emergency Service District 3
Miles
0 0.425 0.85 1.7 2.55 3.4
N
Legend
State Hwys
County Roads
City Street
Private Street
Alvin VFD & BCESD3 Intersection

EXHIBIT "A-2 EMS"


Alvin EMS & Brazoria County Emergency Service District 3
Legend

Addendum to Interlocal Agreement for Providing Fire Protection Services
Between
Brazoria County Emergency Services District No. 3
and City of Alvin
Effective for Fiscal Year 2027

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3 ("DISTRICT"), and **CITY OF ALVIN** ("CITY") have entered into an Interlocal Agreement for Providing Fire Protection Services (the "Contract") which was entered into and effective as of January 1, 2027. The Parties agree to the following amendments to the Contract.

Article I –Costs for Coverage of District's Liverpool Area Territory

The parties agree to amend that Contract by adding Article III, Sections (d)-(f) that state:

(d) The District and City agree that City's Alvin Fire Department will act as Co-Provider for the area which receives fire suppression and rescue services from the District's Liverpool Fire Station ("Liverpool Coverage Area" as described in Exhibit AA, attached), effective January 1, 2027.

(e) The District and City agree that in order to fund the additional costs to be incurred by the City for the provision of fire protection and suppression services to the Liverpool Coverage Area, the District will provide additional funding to the City in the amount of $1,000 per month, to be paid quarterly when the District makes its normal payments to the City under the Contract.

(f) Either Party may cancel this Amendment and terminate the Department's operations as Co-Provider for the Liverpool Coverage Area upon 30 days written notice to the other Party. Upon cancellation of this Amendment, the remaining portion of the Contract shall remain in full force and effect.

Article II – All other Terms Unchanged

All other terms of the Contract remain in full effect for the duration of the Contract including sections concerning the Term of the Contract and the Renewal Term(s).

[Remainder of this page is left intentionally blank. Signatures are found on the following page.]

This amendment is effective January 1, 2027.

CITY OF ALVIN, TEXAS

By: _____
Print Name: _____
Title: _____

Address for Notice:

_____
_____
Date: _____

Acknowledged:

ALVIN VOLUNTEER FIRE DEPARTMENT

By: Kendall Hunting
Print Name: Kendall Hunting
Title: Fire Chief

Address for Notice:

_____
_____

BRAZORIA COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Darrell Valusek, President

Address for Notice:
P.O. Box 1253
Manvel, TX 77578
Date: _____

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider terminating the Janitorial Services Provider Contract with Marsden South LLC pursuant to Section 2.01 of the current contract; and authorize the City Manager to take all necessary actions related thereto.

Type of Item: Discussion & Direction

Summary: On May 7, 2026, City Council awarded the Janitorial Services Provider Contract to Marsden South LLC as the lowest price/best value bidder through Bid #B-26-03.On August 13, 2026, a representative from Marsden South notified City staff that the company would not be able to meet the scope of work or the City's expectations for the quality of services required under the contract.

Section 2.01, Contingency Services Provision, of the current contract provides that if the awarded contractor is unable, unwilling, or fails to perform the required services in a timely, adequate, or satisfactory manner, the City may procure the services from an alternative or secondary vendor.

Based on the notification received from Marsden South, staff recommends terminating the Janitorial Services Provider Contract with Marsden South LLC pursuant to Section 2.01 of the current contract.

City Council will consider the award of a new Janitorial Services Provider Contract under a separate item on this agenda.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Account: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/27/26

Finance Review Required: N/A __ Required X **Date Completed:** _____

Supporting documents attached:

1. Marsend South LLC Janitorial Contract; 2026; Fully Executed
2. B-26-03 Janitorial Bid Tab (1)

Recommendation: Move to approve the termination of the Janitorial Services Provider Contract with Marsden South LLC pursuant to Section 2.01 of the current contract; and authorize the City Manager to take all necessary actions related thereto.

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: X

JANITORIAL SERVICES CONTRACT

THE STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF BRAZORIA §

THAT THIS JANITORIAL SERVICES CONTRACT (the "Janitorial Services Contract") is made on this the **7th day of May 2026**, by and between the **CITY OF ALVIN, TEXAS,** a home-rule city of the State of Texas (the "City') and Marsden South, LLC. (The "Contractor").

W I T N E S S E T H:

WHEREAS, the City advertised for bids from janitorial services to provide janitorial services to the City of Alvin; and

WHEREAS, bids were received on or about April 14, 2026, and were extensively evaluated by the City staff; and

WHEREAS, through such evaluation it was determined that Marsden South, LLC presented the best value proposal; and

WHEREAS, the City desires to enter into a janitorial services contract with Marsden South, LLC according to the terms stated in the Contract;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein the parties hereby agree as follows:

I.
SCOPE OF SERVICES

Contractor agrees to perform the services and comply with the provisions specified in the Request for Bid Proposals (the "RFP"), copies of which are attached hereto as Exhibit "A" respectively and incorporated herein by reference for all purposes. The RFP consists of the Notice to Bidders, Instructions to Bidders, Specifications for Janitorial Services and Bid Cost Submittal Form. The RFP and Bid Proposal comprise a part of this contract as if fully set forth herein and such provisions form a part of this contract. To the extent of a conflict or

inconsistency between or among the provisions of this Contract document, the RFP and/or the Bid, the documents shall control in the following order of precedence:

(1) this Janitorial Services Contract document;

(2) the RFP;

(3) the Bid.

Contractors are responsible for inspecting each city facility prior to submitting bids. The square footage measurements of each facility given are approximate.

II.

SECONDARY VENDOR

2.01 Contingency Services Provision.

In the event the awarded Contractor (hereinafter "Primary Vendor") is unable, unwilling, or fails to perform the services required under this Agreement in a timely, adequate, or satisfactory manner, as determined by the City in its sole discretion, the City reserves the right to procure such services from an alternate or secondary vendor.

Such circumstances may include, but are not limited to, default, termination for cause or convenience, insolvency, inability to meet performance standards, failure to maintain required insurance or licensing, or any other condition that renders the Primary Vendor non-responsive or non-responsible.

The City may, at its discretion, engage a Secondary Vendor identified through the original solicitation process or any other procurement method authorized by law. The use of a Secondary Vendor shall not relieve the Primary Vendor of any liability for damages, costs, or delays incurred by the City as a result of the Primary Vendor's nonperformance.

The City shall not be liable for any costs associated with the transition to a Secondary Vendor. Any additional costs incurred by the City to secure substitute services may be charged to the Primary Vendor to the extent permitted by law. This provision is intended to ensure continuity of services and shall not be construed as limiting any other rights or remedies available to the City under this Agreement or applicable law

III.

COMPENSATION

3.01 – Payments.

Contractor shall perform the services required by this contract for the fees set forth in the Bid Proposal in the total amount of $ 165,058.68. "Additional Services" as outlined in the Work Specifications will be at an additional cost, not included in the total amount, on a per request – per services performed basis. Contractor will bill the City with separate invoices for each location. Invoices shall be submitted on or before the 10th day of each month for services performed in the preceding month. Payment shall be made by the City as described by Chapter 2251 of the Texas Government Code (known as the Texas Prompt Payment Act), that being thirty (30) days from City's receipt of Contractor's invoice.

IV.

NOTICE

Contractor shall notify the City of any changes of address, phone number, or email within five (5) days.

V.

TERM

5.01 – Term.

Subject to the provisions of this Janitorial Services Contract, the term of this Agreement shall commence on October 1, 2026, and shall end on September 30, 2027, unless terminated earlier in accordance with the provisions hereof. This Contract may be renewed up to three (3) additional, one (1) year terms, for a total of four consecutive (4) years, and each renewal term shall be attached to the Contract as an Addendum. Each renewal shall be at the sole discretion of the City and requires approval of the governing body. The Agreement may be terminated, without penalty by either party by providing thirty (30) day's written notice to the other party.

IN WITNESS WHEREOF, the parties have made and executed this Janitorial Services Contract in multiple copies, each of which shall be an original, as of this **7th day of May 2026**.

MARSDEN SOUTH LLC:

Mark Dorenkott

By: Mark Dorenkott (Jun 4, 2026 12:59:32 EDT)

Name:

Title:

ATTEST/SEAL

By: _____

Name:

Title:

CITY OF ALVIN, TEXAS

Junru roland

By: Junru roland (Jun 4, 2026 13:33:38 CDT)

Junru Roland

City Manager

ATTEST/SEAL

By: _____

Dixie Roberts

City Secretary

City of Alvin Janitorial Contract_Final

Final Audit Report 2026-06-04

Created:	2026-06-01
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAx5R0lhObZSXvMihp4oQQFNRtJ0OQEdT8

"City of Alvin Janitorial Contract_Final" History

Document created by Dixie Roberts (droberts@cityofalvin.com)
2026-06-01 - 10:32:54 PM GMT

Document emailed to John Kissamis (jkissamis@marsden.com) for signature
2026-06-01 - 10:33:26 PM GMT

Email viewed by John Kissamis (jkissamis@marsden.com)
2026-06-02 - 12:23:34 PM GMT

Document signing delegated to mdorenkott@marsden.com by John Kissamis (jkissamis@marsden.com)
2026-06-02 - 8:48:11 PM GMT

Document emailed to mdorenkott@marsden.com for signature
2026-06-02 - 8:48:12 PM GMT

Email viewed by mdorenkott@marsden.com
2026-06-03 - 11:45:15 AM GMT

Signer mdorenkott@marsden.com entered name at signing as Mark Dorenkott
2026-06-04 - 4:59:30 PM GMT

Document e-signed by Mark Dorenkott (mdorenkott@marsden.com)
Signature Date: 2026-06-04 - 4:59:33 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-04 - 4:59:33 PM GMT

City of Alvin Janitorial Contract_Final - signed

Final Audit Report 2026-06-04

Created:	2026-06-04
By:	Dixie Roberts (droberts@cityofalvin.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7aRSyiGvuob5csvdovRiBvG6lik40NZm

"City of Alvin Janitorial Contract_Final - signed" History

Document created by Dixie Roberts (droberts@cityofalvin.com)
2026-06-04 - 5:20:37 PM GMT

Document emailed to junru.roland@alvin.gov for signature
2026-06-04 - 5:21:08 PM GMT

Email viewed by junru.roland@alvin.gov
2026-06-04 - 6:32:56 PM GMT

Signer junru.roland@alvin.gov entered name at signing as Junru roland
2026-06-04 - 6:33:36 PM GMT

Document e-signed by Junru roland (junru.roland@alvin.gov)
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Agreement completed.
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B-26-03 Janitorial; Bid Tabulation Bidder Name	Total Monthly Janitorial Services	Total Monthly Day Porter Services	Total Monthly Contract Cost	Total Annual Contract Cost
United Service Associates, LLC	$21,304.00	$2,776.00	$24,080.00	$288,960.00
Kleen Tech	$18,745.14	$2,589.41	$21,334.55	$256,014.61
NVS Corporate Services Inc	$23,743.03	$4,156.80	$27,899.83	$334,797.96
LGC Global	$26,245.00	$3,640.00	$29,885.00	$358,620.00
SBS Maintenance & Cleaning LLC	$56,916.32	$1,890.00	NA	$705,675.84
American Janitorial	$18,001.00	$1,490.00 $15/HR Per Time at Park Restrooms	$19,491.00	$233,892.00
Ourso Enterprises	$35,876.00	$4,254.13	$40,130.13	$481,561.56
Ambassador Services	$17,588.23	$2,531.69	$20,119.92	$241,439.04
Metroclean	$22,605.00	$2,803.13	$25,408.13	$304,897.50
Marsden South	$10,393.39	$3,361.50	$13,754.89	$165,058.68
Aquamen Cleaning LLC	$29,300.00	$3,600.00	$32,900.00	$394,800.00

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 26-R-29, awarding Bid #B-26-03, Janitorial Services Provider Contract, to American Janitorial Services, Ltd. for janitorial services at City-owned buildings and park restrooms, for an initial term of twelve (12) months beginning October 1, 2026, with an option to renew for up to three (3) additional one-year terms, with a base annual contract amount of $233,892.00; authorizing the City Manager to execute the Contract; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: On May 7, 2026, City Council awarded the Janitorial Services Provider Contract to Marsden South as the lowest price / best value from Bid # B-26-03. On Thursday, August 13, 2026, a representative from Marsden South notified staff that they would not be able to meet the scope of work, nor meet the expectations of the quality of work for the City of Alvin.

Section 2.01, Contingency Services Provision, of the original contract allows the City to engage a secondary vendor identified through the original solicitation process. Based on the bids received through Bid #B-26-03, staff recommends awarding the Janitorial Services Provider Contract to American Janitorial Services, LTD., the next lowest bidder and the City's current provider of janitorial services.

The contract provides for an initial one-year term beginning October 1, 2026, through September 30, 2027, with the option to renew for up to three (3) additional one-year terms. Each renewal is subject to City Council approval and appropriation of funds in the applicable annual budget. The base annual contract amount is $233,892.00, with additional services available, if needed, as provided for and priced in the contract.

Bid Tabulation for B-26-03

Bidder Name	Total Monthly Janitorial Services	Total Monthly Day Porter Services	Total Monthly Contract Cost	Total Annual Cost
Marsden South	$10,393.39	$3,361.50	$13,754.89	$165.058.68
American Janitorial Services, LTD.	$18,001.00	$1,490.00 $15/HR Per Time at Park Restrooms	$19,491.00	$233,892.00
Ambassador	$17,588.23	$2,531.69	$20,119.92	$241,439.04

Services				
Kleen Tech	$18,745.14	$2,589.41	$21,334.55	$256,014.61
United Service Associates	$21,304.00	$2,776.00	$24,080.00	$288,960.00
Metroclean	$22,605.00	$2,803.13	$25,408.13	$304,897.50
NVS Corporate Services	$23,743.03	$4,156.80	$27,89.83	$334,797.96
LGC Global	$26,245.00	$3,640.00	$29,885.00	$358,620.00
Aquamen Cleaning	$29,300.00	$3,600.00	$32,900.00	$394,800.00
Ourso Enterprises	$35,876.00	$4,254.13	$40,130.13	$481,561.56
SBS Maintenance & Cleaning LLC.	$56,916.32	$1,890.00	N/A	$705,675.84

Staff recommends awarding the Janitorial Services Provider contract to American Janitorial Services, LTD.

Funding Expected: Revenue _ Expenditure X N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Account: 616-8003-00-3270 **Amount:** $233,892.00 **1295 Form Required?** Yes X No __

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/27/26

Finance Review Required: N/A __ Required X **Date Completed:** _____

Supporting documents attached:

1. Res 26-R-29 American Janitorial Services Contract
2. B-26-03; American Janitorial
3. B-26-03 Janitorial Bid Tab
4. American Janitorial; B-26-03; Company Overview

Recommendation: Move to approve Resolution 26-R-29, awarding Bid #B-26-03, Janitorial Services Provider Contract, to American Janitorial Services, Ltd. for janitorial services at City-owned buildings and park restrooms, for an initial term of twelve (12) months beginning October 1, 2026, with an option to renew for up to three (3) additional one-year terms, with a base annual contract amount of $233,892.00; authorizing the City Manager to execute the Contract; and setting forth other matters related thereto.

Reviewed by Department Head, if applicable: __
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

RESOLUTION 26-R-29

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AWARDING BID #B-26-03, JANITORIAL SERVICES PROVIDER CONTRACT, TO AMERICAN JANITORIAL SERVICES, LTD. FOR JANITORIAL SERVICES AT CITY-OWNED BUILDINGS AND PARK RESTROOMS, FOR AN INITIAL TERM OF TWELVE (12) MONTHS BEGINNING OCTOBER 1, 2026, WITH AN OPTION TO RENEW FOR UP TO THREE (3) ADDITIONAL ONE-YEAR TERMS, WITH A BASE ANNUAL CONTRACT AMOUNT OF $233,892.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin solicited competitive bids through Bid #B-26-03 for janitorial services at City-owned buildings and park restrooms; and

WHEREAS, American Janitorial Services, LTD was the next lowest responsive bid through Bid # B-26-03 and is available to provide the required services; and

WHEREAS, the City Council finds that awarding the Janitorial Services Provider Contract to American Janitorial Services LTD, is in the best interest of the City of Alvin; and

WHEREAS, the initial term of the Janitorial Services Provider Contract is for one (1) year beginning October 1, 2026, and ending September 30, 2027, with the option to renew for up to three (3) additional one-year terms, for a maximum of four (4) consecutive years, with each renewal subject to City Council approval and appropriation of funds in the applicable annual budget; and

WHEREAS, the scope and cost of services may be adjusted during the contract term to accommodate changes in City facilities or service needs, subject to the terms of the Contract and availability of budgeted funds,

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The Janitorial Services Provider Contract with American Janitorial Services, LTD., attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby approved for an initial term of twelve (12) months beginning October 1, 2026, with a base annual contract amount of $233,892.00, and the City Manager is hereby authorized to execute the Contract on behalf of the City. The City Manager is further authorized to approve additional services and adjustments to service locations and associated costs as specifically provided for under the Contract, subject to the availability of budgeted funds. Any subsequent annual renewal shall be subject to City Council approval and appropriation of funds in the applicable annual budget.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution 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.

Section 4. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the 3rd day of September 2026.

CITY OF ALVIN, TEXAS	**ATTEST**
By: _____	By: _____
Gabe Adame, Mayor	Dixie Roberts, City Secretary

Proposal Cover Sheet

Due Date: Tuesday, April 14, 2026, by 2:00 p.m.

American Janitorial Services, LTD.

Name of Firm/Company

Victoria Castillo

Agent's Name (Please Print) Agent's Title

2951 Marina Bay Dr., STE 130 #395, League City, TX 77573

Mailing Address City State Zip

281-922-0055 — **Telephone Number**

sales@ajsltdservices.com — **Email Address**

Authorized Signature

04/10/2026 — **Date**

Proposal Submission Checklist	
•	Proposal Cover Sheet
•	Proposal (3) hard copies (1) electronic PDF version (via flash drive)
•	Bid Pricing Form
•	Day Porter Pricing
	Bid Summary
-	Public Information Act Form
•	Conflict of Interest Questionnaire
•	Certificate of Interested Parties (1295 Form)

- Senior Center & Train Depot are used by reservation, evenings and weekends.
- Refer to annual City recognized holiday schedule for non-emergency office closures.

The Contractor shall provide a **consistent cleaning schedule** and notify the City of any staffing or scheduling changes.

7. Bid Pricing Form

Bidders shall provide a **price for each facility or service listed below**. The total monthly and per visit price will be used for bid evaluation.

Item	Facility	Service Frequency	Monthly Price
1	City Hall	4 days/week	$1,200.00
2	Public Service Facility	4 days/week	$ 1,075.00
3	Library	6 days/week	$ 1,390.00
4	Senior Citizen Center	6 days/week	$ 1,300.00
5	Museum	2 days/week	$ 995.00
6	CVB / Train Depot	4 days/week	$ 650.00
7	National Oak Park Restroom	7 days/week	$ 925.00
8	Police Department	4 days/week	$ 1,678.00
9	Alvin Animal Adoption Center	5 days/week	$ 765.00
10	Public Service Facility #2	4 days/week	$ 365.00
11	City Annex	4 days/week	$ 700.00
12	Fire/EMS Station #1	4 days/week	$ 1,650.00
13	Fire Station #2	1 day/week	$ 650.00
14	Fire Station #3	1 day/week	$ 320.00
15	Recreation Center	7 days/week	$ 4,338.00

Item	Facility	Service Frequency	Per Visit Price
16	Bob Briscoe Park Restroom	Upon Request	$ 80.00
17	Lions Park Restroom	Upon Request	$ 90.00
18	Pearson Park Westend Restroom	Upon Request	$ 80.00
19	Pearson Park Eastend Restroom	Upon Request	$ 80.00
20	Morgan Park Restroom	Upon Request	$ 80.00
21	Bob Owen Pool Restroom	Upon Request	$ 95.00
22	Alvin Girl Scout House	Upon Request	$ 90.00

Section 2D. Additional Services (Add Alternatives)

Service Per Request	Per Sq. Foot Price
Carpet Cleaning/Shampoo	$ 0.17
Exterior Window Cleaning	$ 175.00
Refinish Color Concrete Flooring	$ 0.38
Refinish Performance Oriented Hard Wood Flooring	$ 0.60

8. Day Porter Pricing

Bidders shall provide pricing for Day Porter services as defined in Sections 4 and 5.

Item	Facility	Schedule	Monthly Price
15	Recreation Center	Mon -Friday, 6 hrs/day	$1,490.00

Items	Facility	Schedule	Hourly Price
7, 16-20	Park Restrooms	**Per** Request (4 hr minimum)	$ 18

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BID SUMMARY SHEET
BID # B-26-03

Total Monthly Janitorial Services	Total Monthly Day Porter Services	**Total Monthly Contract Cost**	**Total Annual Contract Cost**
$18,001.00	$1,490.00	$19,491.00	$233,892.00
	$15/HR Per time at Park restrooms		

No additional charges of any kind will be allowed to be charged during the term of the contract if not noted in the bid summary. Any variations from the detailed specifications must be noted. The City of Alvin reserves the right to increase or decrease the estimated quantities. The City reserves the right to award this contract to the lowest or best bidder of each item or the entire bid to one lowest or best bidder, whichever is in the best interest of the City.

Special Note: Altered bids will not be accepted.

Company Name: American Janitorial Services, Ltd.

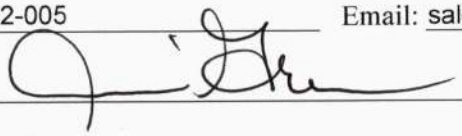
Address: 2951 Marina Bay Dr. STE 130, #395

City / State / Zip: League City, TX 77573

Authorized Representative: Annabella Greene

Title: Partner

Phone: 281-922-005 Email: sales@ajsltdservices.com

Signature: 

Date: 04/12/2026

Mail / deliver bid to: City of Alvin
Attn: City Secretary
(B-26-03 Janitorial Services Contract)
216 West Sealy
Alvin, Texas 77511

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Alvin are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information should be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state: (Please check one):

The proposal/bid submitted to the City contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: 2-4 and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: American Janitorial Services, LTD.

Signature: _____ **Date:** 04/10/2026

Print Name: Victoria Castillo **Print Title:** Sales and Marketing Coordinator

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Anni Greene

Name of signatory

Signature

04/10/2026

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1446292

Date Filed:
04/10/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
American Janitorial Services, Ltd.
League City, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Alvin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
B-26-03
Janitorial Services Contract

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Licona , Sergio	League City, TX United States	X	
Greene, Anni	League City, TX United States	X	
Zucker, Todd	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Annabella Greene, and my date of birth is 12/23/61.

My address is 520 Dickinson Avenue, League City (city), TX (state), 77573 (zip code), _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Galveston County, State of Texas, on the 10th day of April (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Acknowledged:
4/10/26

B-26-03; Janitorial; Additional Questions & Answers_ As of 4/9/26 at 4:00 p.m.

1. The RFP checklist includes the Certificate of Interested Parties (Form 1295). However, page 14 of the RFP states that the successful proposer is required to submit Form 1295 at the time the signed contract is submitted to the City. Could you please confirm whether Form 1295 is required at the time of proposal submission or only upon contract award?
2. Additionally, could you please clarify whether the entire RFP document is required to be completed and submitted as part of the proposal, or if only the specified forms and sections outlined in the submission requirements are to be included?

Answer:

Form 1295 –all potentials bidders electronically submit the form at the time of proposal submission, provide hard copy within their proposal as proof (see also proposal submission checklist)

Rationale:

- *Form 1295 can be submitted but the governmental entity must acknowledge it. This would encourage all potential bidders to posture themselves readily available for an awarded contract.*

Submittals – Entire proposal is required

Rationale:

- *It is included in the check list below*

Proposal Submission Checklist	
	Proposal Cover Sheet
	Proposal (3) hard copies (1) electronic PDF version (via flash drive)
	Bid Pricing Form
	Day Porter Pricing
	Bid Summary
	Public Information Act Form
	Conflict of Interest Questionnaire
	Certificate of Interested Parties (1295 Form)

3. What are the days of service for Museum?

   Tuesday & Friday

4. What is the preferred day of service for Fire Stations #1, #2, and #3?

   Station #1 – Monday thru Thursday

   Station #2 – Tuesday

   Station #3 - Wednesday

5. Could you please clarify the requirement that states, "Provide porter service (as requested, minimum 4 hours)" in the Park Restroom Cleaning scope of work (page 7)? Specifically, should we understand this to mean that a porter is required for a **minimum of four hours for each Park Restroom** cleaning service on an as-needed basis?

   yes

6. Can you confirm submission is only accepted in hard copy?

   Refer to page 3, #1 Bids, Preparation and Submittal

7. Are references required with Submission?

   Refer to page 3, #8 "Basis of Award"

8. What is the initial contract term?

   12 months

9. Are renewal options offered?

   Yes.

10. Are you able to provide any floor plans?

    Not currently.

11. Could you provide a copy of the annual city recognized holiday schedule?

    Attached separately

12. Will service be required during the city recognized holidays?

    Refer to page 7, #6 Service Hours Requirements

13. Could you provide floor type percentages for VCT, tile, concrete and carpeted areas?

    Refer to current addenda for approximate floor square feet

14. Who is the current incumbent?

    American Janitorial Services, Inc.

15. Are you able to share your budget?

    Refer to: FY-2025-2026-Annual-Budget-PDF

16. Could you please provide tabulations?

    Uploaded to bid posting on City of Alvin website after all bids are received and opened

17. What is the value of the current contract for these services?

    Regarding your request for the current contract amount, the City is currently engaged in an active competitive procurement process. Under the Texas Public Information Act, Texas Government Code §552.104, information may be excepted from disclosure if its release would harm the governmental body's interests by providing an advantage to a competitor or bidder in an ongoing competitive situation. The City has determined that releasing current contract pricing at this time could impact the fairness and integrity of the solicitation process; therefore, this information is being withheld pursuant to §552.104.

    Following the completion of the procurement process, contract information will be available in accordance with applicable public information requirements.

18. Is the scope of work on this project the same as the current contract? If not, how is it different?

    Yes.

19. Are the custodians working on this contract members of a union? If so, which union?

    Unknown

20. What is the length of this contract?

Refer to the 4/8/26, 5:30p.m. addenda

21. The Bid Summary Sheet contains two rows for total monthly services. Would the City like pricing for two successive years provided in these rows?

    Omit the 2nd row.

22. Are badges required for employees? If so, are they provided by the City or the contractor? Is the contractor responsible for the cost of employee badges? If yes, what is the cost?

    Refer to 4/8/26, 5:30p.m. addenda

    Lost/stolen keys or key cards will be discussed per occurrence at the financial responsibility of the janitorial contractor

23. In addition to the required forms, can bidders provide a section of the proposal to address the Basis of Award in Section 8?

    Refer to #8 Basis of Award, items a thru h

24. What is the anticipated award date for this project?

    Refer to 4/8/26, 5:30p.m. addenda

25. What is the contract start date for this project?

    Refer to the 4/8/26, 5:30p.m. addenda

acknowledged:

4/10/26

Walk Thru 4/7/2026 – Janitorial Bid - #B-26-03; As of 4/8/26 5:30 p.m.

Discussion:

- Contract and Payment terms:
  - Contract start date is 10/1/26, annually renewed up to 4 consecutive years
  - EFT is recommended for payment style
  - Invoicing monthly in 12 equal installments
  - Change accountspayable@cityofalvin.com to Lori.Pitts@alvin.gov (page 12)
  - City Hall will be vacated by 6/30/2026, service may be limited or suspended at this location in the near future
  - Covered 2 questions submitted earlier (email attached)
- Questions
  - When is the deadline to submit questions to the City Secretary?
    - Monday, April 13th, 12:00PM
  - Are background checks required of janitorial staff?
    - Background check is required for janitorial employees assigned to clean the APD
    - Background check is performed by APD
  - How is the contract selected?
    - Best Value
  - What buildings have an alarm?
    - Museum
  - How will janitorial staff access buildings?
    - Issued key card(s) to the janitorial company + keys
    - Locations with key card access:
      - City Hall

        - Public Service Facility (1100 W. Highway 6)
        - Fire/EMS Station #1
        - Fire Station #2
        - Fire Station #3
        - Recreation Center
        - Senior Center - forthcoming
    - Is the elevator at City Hall part of the janitorial service?
        - Yes
    - What areas of buildings are not part of the routine janitorial cleaning?
        - APD – Jail, evidence room & Dispatch (With special exception to the following:
            - -1 unisex restroom within Juvenile Detention area being a small room containing 1 sink and 1 toilet
            - -1 unisex restroom within Dispatch area being a small room containing 1 sink and 1 toilet
        - Fire/EMS Station #1 – engine bays
        - Annex – engine bays
            - Single restroom located in the engine bay is part of the routine janitorial service
        - Rec Center – hard wood flooring in 2 exercise rooms + basketball gym will be cleaned upon request
    - What chemicals are recommended/can be used?
        - The janitorial contractor shall possess the knowledge of industry recognized chemicals and equipment to properly disinfect and perform satisfactory janitorial services.
- Requests
    - Floor plan for each building
    - Flooring type and square feet of the flooring per building

- Restroom, conference, break, and shower count per building

acknowledged:

4/10/26

Walk Thru 4/7/2026 – Janitorial Bid - #B-26-03; As of 4/8/26 10:30 a.m.

Discussion:

- Contract and Payment terms:
  - Contract start date is 10/1/26, annually renewed up to 4 consecutive years
  - EFT is recommended for payment style
  - Invoicing monthly in 12 equal installments
  - Change accountspayable@cityofalvin.com to Lori.Pitts@alvin.gov (page 12)
  - City Hall will be vacated by 6/30/2026, service may be limited or suspended at this location in the near future
  - Covered 2 questions submitted earlier (email attached)
- Questions
  - When is the deadline to submit questions to the City Secretary?
    - Monday, April 13th, 12:00PM
  - Are background checks required of janitorial staff?
    - Background check is required for janitorial employees assigned to clean the APD
    - Background check is performed by APD
  - How is the contract selected?
    - Best Value
  - What buildings have an alarm?
    - Museum
  - How will janitorial staff access buildings?
    - Issued key card(s) to the janitorial company + keys
    - Locations with key card access:
      - City Hall

- Public Service Facility (1100 W. Highway 6)
- Fire/EMS Station #1
- Fire Station #2
- Fire Station #3
- Recreation Center
- Senior Center - forthcoming

- Is the elevator at City Hall part of the janitorial service?
  - Yes
- What areas of buildings are not part of the routine janitorial cleaning?
  - APD – Jail, evidence room & Dispatch
  - Fire/EMS Station #1 – engine bays
  - Annex – engine bays
    - Single restroom located in the engine bay is part of the routine janitorial service
  - Rec Center – hard wood flooring in 2 exercise rooms + basketball gym will be cleaned upon request
- What chemicals are recommended/can be used?
  - The janitorial contractor shall possess the knowledge of industry recognized chemicals and equipment to properly disinfect and perform satisfactory janitorial services.

- Requests
  - Floor plan for each building
  - Flooring type and square feet of the flooring per building
  - Restroom, conference, break, and shower count per building

Acknowledged:
4/16/26

Item	Facility	Building Square Feet (approximate)	Flooring Type	Flooring Square Feet (approximate)	# restrooms	# showers	# breakrooms	# Conference Rooms
1	City Hall	16,277	Travertine	1,627.70	9	0	2	2
			VCT	6,511				
			Carpet	8,138.50				
2	Public Service Faciltiy	8,671	Cermaic Tile	5,202.60	5	2	1	2
			Carpet	3,468.40				
3	Library	18,164	VCT	10,898.4	3	0	1	1
			Carpet	7,265.60				
4	Senior Citizen Center	10,000	VCT	7,000.0	4	0	0	0
			Carpet	3,000.0				
5	Museum	7,500	VCT	2,250	2	0	1	1
			Carpet	5,250				
6	CVB/Train Depot	1,482	VCT	592.8	2	0	1	0
			Concrete	889.20				
8	Police Department	22,000	Cermaic Tile	12,540.0	10	4	2	2
			Carpet	8,800.0				
			Rubber Matting	660.0				
9	Alvin Animal Adoption Center	5,000	Epoxy	4,500	2	0	1	0
			Ceramic Tile	500				
10	Public Service Facility #2	3,500	LVT	3,500.0	2	0	1	1
11	Alvin City Annex	10,000	VCT	6,000.0	4	2	1	1
			Carpet	4,000.0				
12	Fire/EMS Station #1	18,500	LVT	11,100.0	8	4	2	2
			Carpet	7,400.0				
13	Fire Station #2	1,400	VCT	1,400	2	2	1	1
14	Fire Station #3	2,800	VCT	2,800	2	2	1	0
15	Recreation Center	30,000	VCT	3,000	6	10	1	1
			Cermaic Tile	3,000				
			Rubber Matting	3,000				
			Wooden Plank	7,500				
			Carpet	9,000				
			Stained Concrete	4,500				

AMERICAN JANITORIAL SERVICES



JANITORIAL PROPOSAL

CITY OF ALVIN

B-26-03

Janitorial Services Contract

DUE: Tuesday, April 14th, 2026

DUE TIME: 02:00PM

AMERICAN JANITORIAL SERVICES

• EXCELLENCE • INTEGRITY • RESPONSIVENESS

April 14th, 2026

City Of Alvin
Purchasing Department

Thank you for allowing us to submit our proposal for cleaning services at your facility.

Our price is based on a time/task/space analysis and includes:

A. Equipment and Materials

B. Supervision and Trained Personnel

C. Insurance and Administration

D. Uniforms and/or I.D. Tags

E. A new communication technology to our clients that sets us apart from any other janitorial service in our industry.

If awarded the contract, we assure you that we will provide the optimum in cleaning to meet the demands of your customers, staff, and visitors.

Thank you for the opportunity to earn your business.

Sincerely,

Victoria Castillo

American Janitorial Services, Ltd.

VictoriaCastillo
Sales/Marketing

Scan here

For company information

AMERICAN JANITORIAL SERVICES

•EXCELLENCE •INTEGRITY •RESPONSIVENESS

QUALIFICATION/EXPERIENCE OF FIRM

A. American Janitorial Services is currently owned and operated by Sergio R. Licona and Annabella Greene. They have been working in the janitorial services industry for over 42 years each and bring experience and knowledge in the cleaning industry to their current roles as Owners/Partners, Director of Operations and Finance.

B. American Janitorial Services is a full-service commercial cleaning company. Our customers include corporations, government contracts, industrial facilities, restaurants, auto dealers and multi-tenant buildings. We currently provide quality janitorial services to approximately 300 customers in over 2 million square feet of space.

C. As a company and owners of a janitorial company, we have had experience with cleaning City Facilities since the 1980's.

D. See also attached references for a complete listing of our wide range of clients from Cities in the Houston area.

E. BUSINESS LOCATION, HEADQUARTERS:

Our offices are located at:
520 Dickinson Road
League City, TX, 77573.

Our mailing address is:
2951 Marina Bay Drive, Suite 130 #395
League City, TX, 77573

For more information about our company, you can visit our website
www.americanjanitorialservicesltd.com

STAFF EXPERIENCE

- **President & VP Operations - Sergio R. Licona**
  See attached Resume

- **Operations Assistant Manager/Project Coordinator – Felicia Sanchez**
  Felicia Sanchez has been with AJS for over three (3) years and comes with years of experience with office skills, managing customer accounts. She is currently responsible for all of our accounts monthly schedules and monthly work tickets. She schedules and emails all personnel regarding the weekly walk-throughs at each facility.

- **VP Safety – Walter Licona**
  See attached Resume

- **VP Finance – Annabella Greene**
  See attached Resume

- **Accounting Clerk – Elizabeth Hernandez**
  Liz Hernandez has been with AJS for over seventeen (17) years and been working with our all contracts for many years. She has transitioned to working in the accounting department in the past 6 years and now is responsible for matching work tickets to monthly invoices. Liz will be the contact for all accounting questions and concerns.

- **Supervisors – Jose Nunez, Yadira Torres, & Juan P. Quinones**
  All, bring years of experience as janitorial industry workers and various training and certifications of floor care and maintenance skills.

- They are all currently responsible for various locations or focusing on one or more locations based on experience and needs. They are the direct in person connection between AJS crews, subcontractors, and client(s) personnel. They contact the crews for various needs, training, and assisting with supplies and equipment needs while also following up with client(s) personnel for all questions and concerns. They will attend any weekly and monthly walk-throughs per their assigned facilities when scheduled by our client(s) personnel.

SERGIO LICONA

Contact

1249 Mossy Oak, League City TX
77573
713-962-1329
sergio@ajsltdservices.com

Education

1994
University of Houston
Bachelor's Degree
Business & Finance

Key Skills

Marketing
Project Management
Budget Planning
Social Media
Planning

References

Available upon request.

Objective

Head of Operations for American Janitorial Services, LTD. Overseeing the full operational management of AJS. Organization and supervision of over 300 facilities project managers, area supervisors and crews. Handling building staffing and budget projections for each facility.

Experience

2002 - Present
Owner/Director of Operations • *American Janitorial Services, LTD*

- Overseeing the management of all personnel and facilities for AJS
- Financial planning for the growth and success of AJS.
- Managing all equipment knowledge and new technologies to continue to improve janitorial services in our industry.

1984 - 1999
Director of Operations • *Quality Janitorial Services, Inc.*

- Responsible for planning QJS' future.
- Work with Controller to ensure all policies and procedures are followed according to IRS standards and requirements.
- Promote sales growth and representative of QJS at all conventions and trade shows.
- Guide, plan and direct the overall operations of QJS.

1981 - 1984
Supervisor • *Eagle Maintenance*

- Handled recruiting and management of the cleaning personnel.
- In charge of the budget plan for the buildings.
- Handled all payroll for the buildings and staffing.

Memberships & Awards

- 1987 BSCAI Bidding and Estimating
- 1988 SWASCP Supervisor Seminar
- 1992 8A Contractor of the Year Award – Awarded by the Small Business Administration
- 1997 - Outstanding Vendor with METRO
- 2006 – Vendor of the Year with METRO

WALTER LICONA

Contact

4034 Bent Wood Circle,
Dickinson TX 77077
713-417-5776
Walterlicona511@gmail.com

Education

1984 – 1986
Electrical Engineering Technical School
Guatemala City, Guatemala
Associate Degree

Key Skills

Marketing
Project Management
Budget Management
Planning
Training
Supervising

References

Available upon request

Certificates

CJIS
Clean Training
System Certificate of Achievement

Objective

Extensive history in leadership and management, ability of delegate gives clear instructions quickly. Understanding of standard business practices and experience managing labor costs to maximize workforce while minimizing expense. Ability to oversee entire team performances and make the necessary adjustments. Experience creating work schedule, taking individual talent of team members into consideration. Conflict resolution skills and critical thinking and problem solving.

Experience

2005 to Present
Supervisor • *American Janitorial Services, LTD*

- Walk-through the facility with new clients and establish a business relationship.
- Follow up with the client on a regular basis about the Janitorial Services provided.
- Provide employees/crew with the necessary equipment, training, and knowledge to keep the facilities clean to AJS standards.

2003 to 2005
Area Manager: South Region/Target • *Kustom Klean*

- Responsible for the South Region Target accounts from Texas, Louisiana, and Mississippi to Tennessee.
- Follow up with the client requirements on a regular basis.
- Provide to the crew with the necessary equipment, training, and knowledge to keep the facilities clean.

2000 to 2003
Supervisor • *Coverall*

- Walk-through the facility with new clients and establish a business relationship.
- Follow up with the client requirements on a regular basis.
- Provide to the crew with the necessary equipment, training, and knowledge to keep the facilities clean.

2000 to 2003
Supervisor • *Quality Janitorial Services*

- Walk-through the facility with new clients and establish a business relationship.
- Follow up with the client requirements on a regular basis.
- Provide to the crew with the necessary equipment, training, and knowledge to keep the facilities clean.

ANNABELLA GREENE

Contact

1250 Willow Branch
League City TX 77573
713-504-4984
anni@ajsltdservices.com

Education

1988
University of Houston
1-Year Master's Program
Interior Architecture

1987
University of Houston
Bachelor's Degree
Interior Design

Key Skills

Marketing
Project Management
Budget Planning
Social Media
Planning

References

Available upon request.

Objective

Providing excellent customer service and effectively managing all accounting personnel.

Experience

2002 - Present
Co-Owner & VP of Accounting • *American Janitorial Services, LTD*

- Manages & oversees all Account Payables and Account Receivables.
- Reconciles all checking accounts: Generate reports and balances.
- Generate Sales Tax reports, IRS reporting and State Controller Audits.

1984 - 1999
Co-Owner & Sales Director • *Quality Janitorial Services, Inc.*

- Handled the marketing and sales department.
- Work with Operations to ensure that clients were served in an efficient manner.
- Promote sales growth and representative of QJS at all conventions and trade shows.

1980 - 1983
Supervisor • *Eagle Maintenance*

- Responsible for overseeing evening crew operations in a building.
- Planned and executed work schedules for carpet and floor maintenance.
- Handled quality control inspections of all buildings.

1979 - 1984
Assistant Branch Manager • Commonwealth Savings

- Overseeing a staff of eight (8) employees.
- Managed, and directed day to day activities for staff.
- Handling the balancing of vault, customer service, new accounts, promotional activities, and incentive programs.

ABOUT COMPANY



American Janitorial Services
Address: 2951 Marina Bay Dr. Ste. 130 #395 League City, TX 77573
Phone #: 281-922-0055
Fax #: 281-922-0050
Email: ajs@ajsltdservices.com

What makes us different?

Since 2002, AJS has been bringing our customers a cost-effective approach to cleaning and maintenance services to the greater Houston area. We provide our customers with the best care and services because of our constant training and supervision. Having a combined experience level of over 60 years, our employees are highly trained and equipped to meet the evolving industry standards. We are proud of our low employee turn over rate of 1%

Why Choose us ?

AJS has an around the clock staff and support team that will mobilize our teams for any and all emergencies. Emergencies do arise and we are ready to send our crew out to help meet your needs 24/7.



Our Mission

To be the top janitorial services provider in the Houston-Galveston area by responding in a timely manner and providing quality services to meet our customers satisfaction.

Our Vision

We help our clients by providing excellent janitorial services through green quality products and rapid attentive responses to their needs.

Specialty Services

Customizing our Janitorial Services to meet our customer's specific building and facility needs. We provide quality services for a price that fits your budget.

The services we provide:

- Carpet cleaning/ Shampoo
- Strip & Wax Floors
- Power Washing
- Window Cleaning
- Landscaping
- Initial Cleanup
- Virus Disinfecting Treatment
- Supplies



PROJECT PLAN

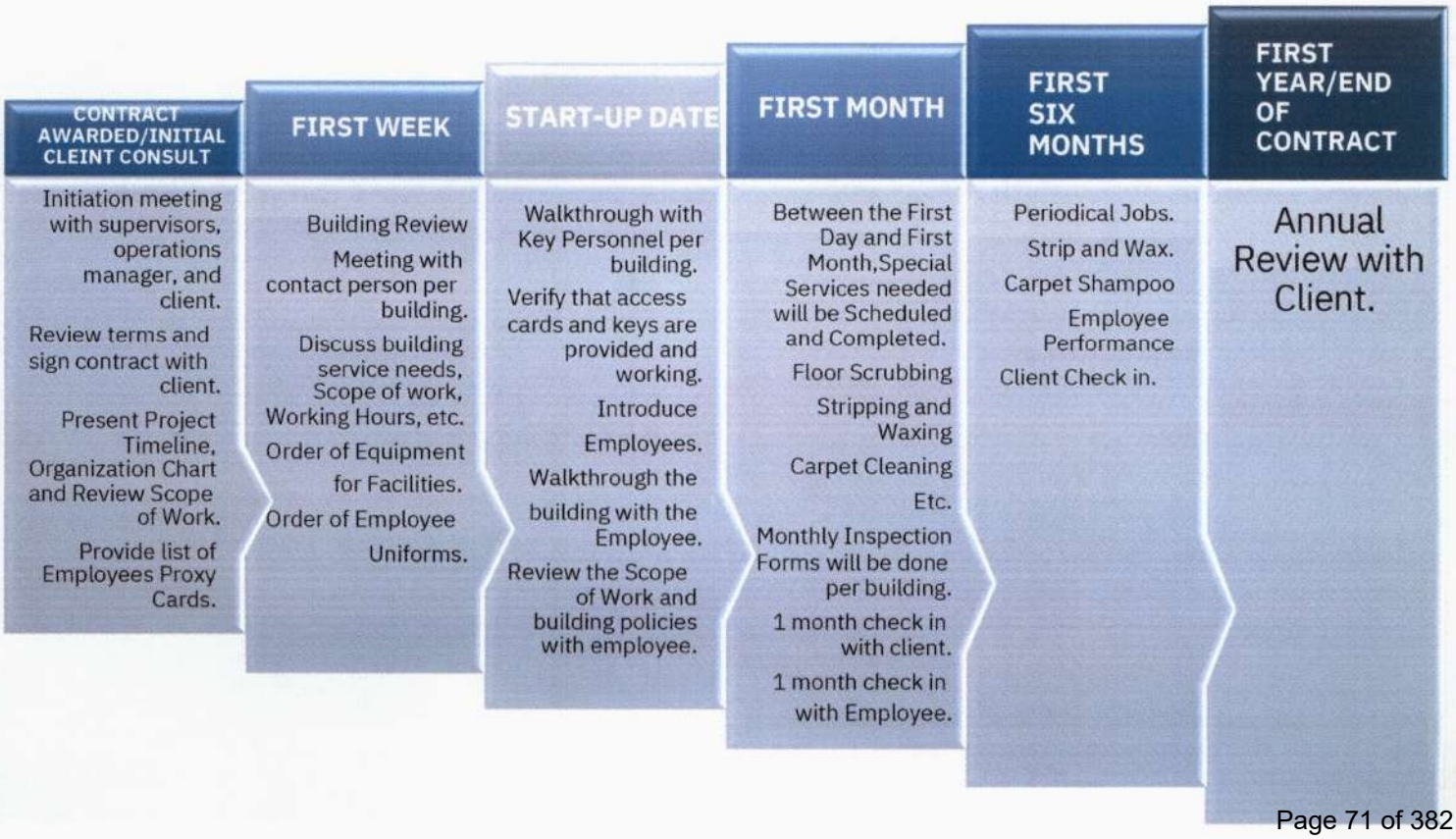
Implementation Plan

American Janitorial Services will review with facility management the scope of services, schedule the monthly inspections, and determine when to perform the periodic services to maintain a smooth transition during the upcoming contract year.

Manpower Resources

For special or emergency cleaning needs, we ask for a minimum of 2 hours' notice to coordinate with our team.

Our staff will seek supplies and equipment from our warehouse to provide immediate assistance to all cleaning needs.



EMPLOYEE TRAINING PROGRAM PROCEDURE

1. Objective:

Our training program provides our employees with skills and knowledge they need to deliver efficient, dependable service to our customers. Each employee is given a specific responsibility and is individually recognized for accomplishments.

2. Instructions:

2.1 New Hire

2.1.1. All new hires will attend an orientation session before they appear at the jo location. It is our objective to introduce all new hires to the company and its rules and regulations. ***Refer to employee manual.***

A. Dress code
B. Company History, Mission, Vision
C. Company policies & Rules.

- Lunch Period
- Inclement Weather/Emergency Closings
- Employee Performance Reviews
- Corrective/ Preventive Actions
- Employment Termination
- Standards of Conduct (Absenteeism, tardiness, Timekeeping, overtime, etc.)

D. Company Products & Services

2.1.2. During the start-up phase, AJS supervisors conduct training sessions at our office for all employees who will be working at the job site. The agenda includes:

A. Orientation to AJS and to the facility they will be working at.
B. Orientation to specific facility rules and regulations.

2.1.3. The orientation of a new employee consists of a combination of classroom training and on-the-job training. We make sure that every employee is:

A. Technically proficient with chemicals, equipment, and methods.
B. Familiar with the rules and regulations of the facility
C. Thoroughly trained regarding safety matters
D. Committed to providing outstanding customer service.

2.1.5. After logging in, they will see the following page:



2.1.6. When the clients send a request, complaint, photo, or any related message, our company will receive an email notifying our team about it. The same if our company answers back the message, all the contacts emails attached to that database will be receiving the notification.

2.1.7. At the end of that page, the client can see all the records of the communication.

2.2. Review of Complaints

2.2.1. The client can use the Logbook program in the communication section to inform us about a complaint, send an email to ajs@ajsltdservices.com or call the office (281) 922-0055.

2.2.2. When that complaint is received, the Operations Department send a notification to the Supervisor of that account and Director of Operations, the Supervisor will inform the Cleaning Crew about it and will be there to ensure the job comply with the requirements.

2.2.3. The complaints will be documented on the ***Complaint Log Form*** by an Administrative Office Staff member that will be following up the performance of the Cleaning Crew with the Client.

2.2. Basic Training Information

2.2.1. Training for service work is conducted during regular working hours and concentrates on specific work tasks.

2.2.2. Train service workers to perform visual inspections of their area before completing work, and to correct any deficiencies noted before completing work, and to correct any deficiencies noted.

2.2.3. Periodically, AJS supervisors conduct recurrent training sessions for current and replacement employees at the customer's site. These sessions are more technical in nature and concentrate on specific job tasks and duties.

2.2.4. Employees are trained in groups specific to their function. Trainers who are job-content experts are utilized.

2.3. Safety training information

2.3.1. Discuss the importance of understanding and observing safety rules as well as observing the safety habits of fellow workers and the safety conditions in the buildings they work in. Emphasize the following:

A. Work Area
B. Supervisor
C. Identification
D. Know the Building
E. Emergency phone numbers
F. Dress Code
G. WALK don't run
H. Stairs and Ladders
O. Common sense
I. Chemicals
J. Equipment
K. Fire
L. Building (Do not open the door, ID cards, keys, alarm codes, security regulations etc.)
M. NO CHILDREN or VISITORS
N. Blood and waste

2.4.1. Chemicals Training information

Stress the importance of safety codes when using any chemical. Cover the following:

A. Storage Management
B. Labels Management
C. Safety Date Sheets (SDS)
D. Their Purpose
E. Mixing Chemicals
F. Safety Information

2.5. Equipment Training Information

2.5.1. Stress the importance of keeping the equipment clean in good condition in their everyday operations. Cover the following issues:

A. The purpose of the equipment
B. Operation of the Cleaning equipment (Hand and Mechanical)
C. Connect and disconnect
D. Maintenance of Cleaning Equipment
E. Troubleshooting for Machine
F. Electric Cords
G. Moving Parts
H. Supplies
I. Ask questions

*Note: See ***Equipment Maintenance and Troubleshooting Diagram***

2.6. Operations training information

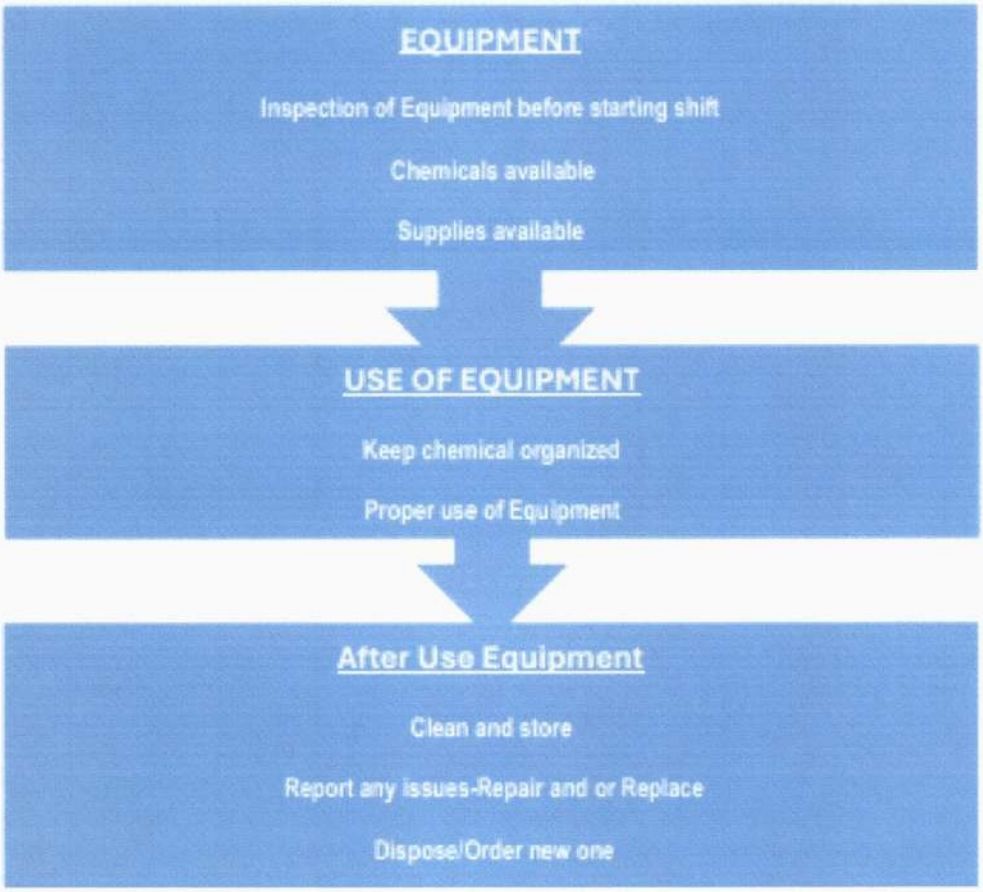
A. Restrooms
B. Vacuuming
C. Dusting
D. Wet mop
E. Sweeping
F. Furniture
G. Windows
H. Other that applies.

2.7. Complaints information

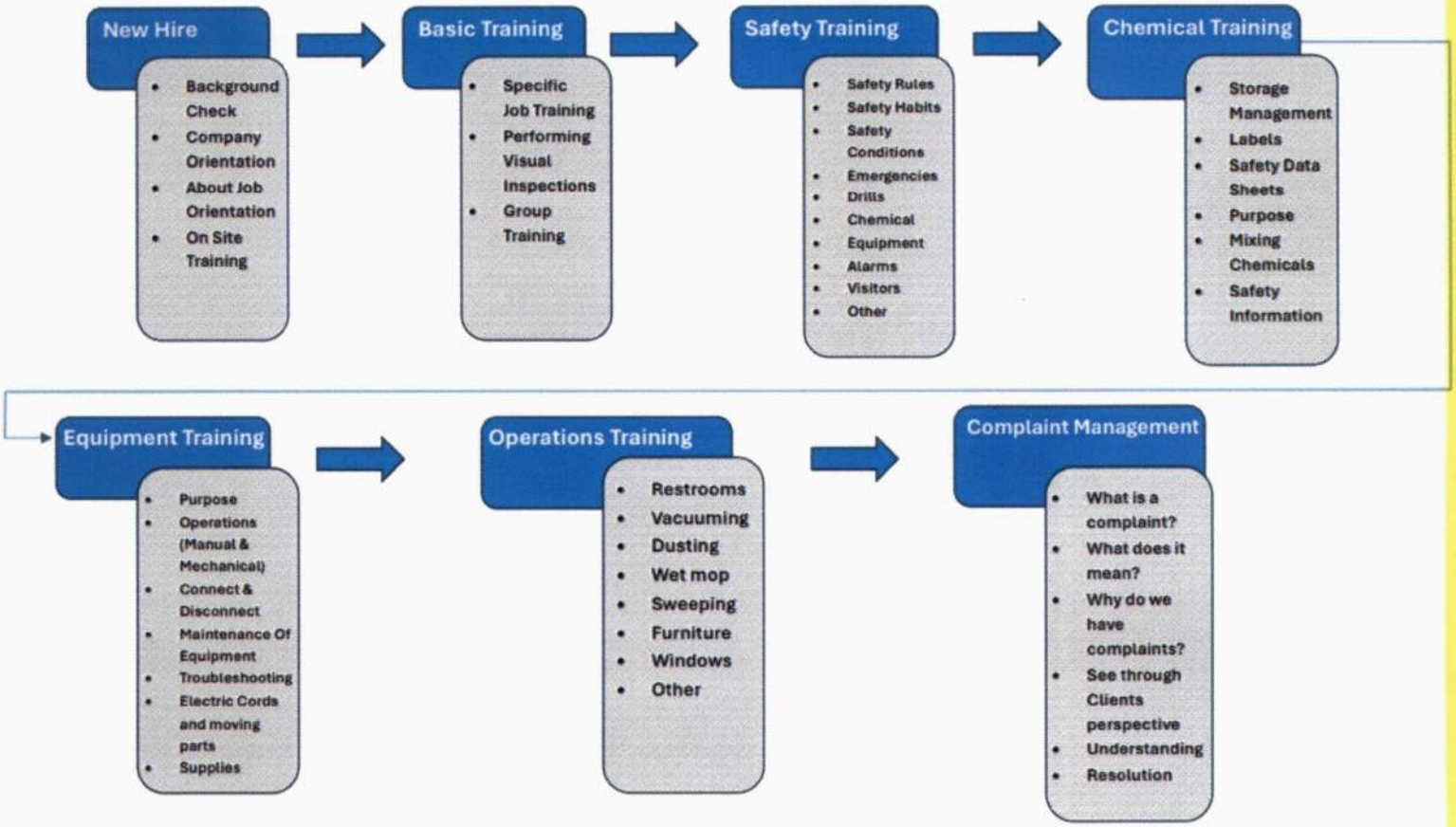
2.7.1. Talk about why and when we have complaints, and what to do in these cases:

A. What is a complaint.
B. What does a complaint mean?
C. Why do we have complaints?
D. See through the client's eyes.
E. Understand the building.
F. Understand the nature of this job.
G. Do not fight, think.

Equipment Maintenance and Troubleshooting Diagram



Employee Training Program Overview



Communication

1. **Objective:**
   The purpose of this procedure is to define the methods for capturing customers communication to meet their requirements, review and approve changes to those requirements, and the review of complaints with a resolution to ensure that American janitorial Services will comply with the client requirements.

2. **Instructions:**

2.1. Capture of Requirements

2.1.1. During the Process of Quote for Services, client's requirements are captured and recorded on the Change Order Form

2.1.2. We provide a Quote and if approved, we use the SCOPE OF WORK Form and send it for approval.

2.1.3. After we have all the information, we use a program to keep the client database. We enter all the contacts information that include the following:

- Contact Name
- Phone Numbers
- Email
- Position
- Emergency Contact Information
- Alternative Contact

We also enter all the account information that can include:

- Scope of work
- Access Codes
- Cleaning Schedule
- Building Information

2.1.4. The Client Log in with their own username and password on the program using the following address: http://ajsltdservices.com/



2.3. Change to Requirements

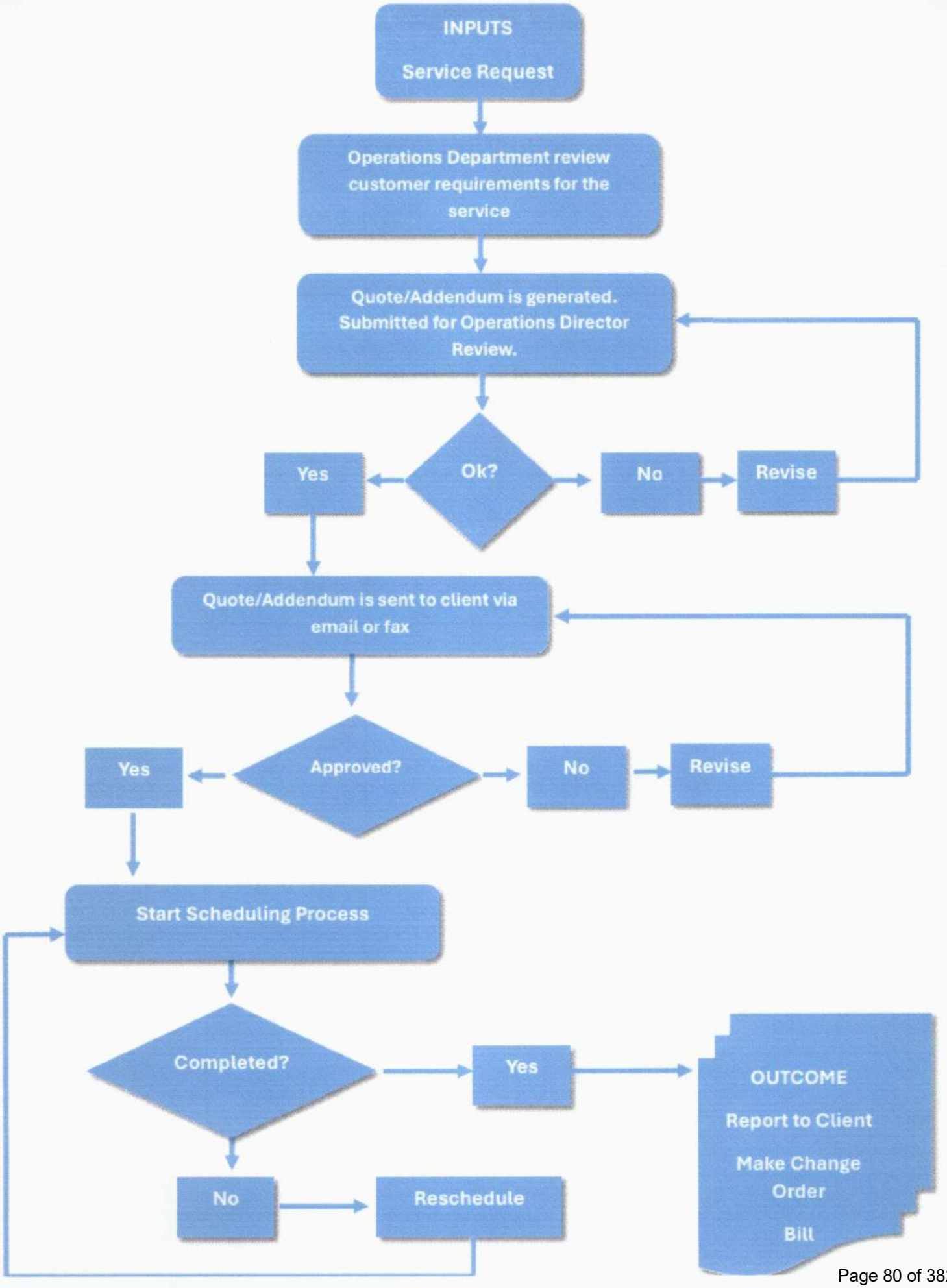
2.3.1. Where the customer request changes to active work, the changes must also be captured, reviewed, and approved prior to committing to a change. We use the ***Change Order Form.***

2.3.2. The change will consider the impact on work already delivery, work underway, and planned work. Problems or concerns over implementing the change will be communicated by the Director of Operations with the client. Such changes may require renegotiation of contracts.

2.3.3. If changes are agreed upon, the Operations Department will work with the affected departments to implement the change. The disposition of existing work shall be determined by management, along with the client's input.

2.3.4. Where the changes are required by the Client, these will be negotiated with the client before implementation, and a record of the client's acceptance will be maintained.

Client Service Request Process Overview



Service Request

CLIENT INPUT

- Send request (Email, Logbook, Call, Etc.

OPERATIONS DEPARTMENT

- Received Request
- Notifies the supervisor about the request.
- Document the Request in the Request Log Form.
- Reports to the client the completion of the requests.
- Follow up the performance of the Crew with the Account.

SUPERVISOR

- The Supervisor will notify the Cleaning Crew about the request.
- Supervisor will ensure that the crew comply with the job requirements.
- Supervisor reports to Operations the completion of the request.

CREW

- The crew will perform the customer requirements with the supervisor guidance.

PROJECT SUMMARY

Project Supervisor: 1 Employees

- **In charge of AJS Building Inspections, employee traning and evaluations.**

Total of Cleaning employees: 3 crews

- **Will be distributed to all facilities according to the hours needed to completion of all tasks in the Scope of Work.**

"No-Show" Plan:

As soon as AJS Supervisor is notified of a "no-show" employee if any, they (Supervisor) will present themselves with an emergency crew to clean and the Client will be notified.

f any employee is delayed in time to arrive to facility for unforeseeable reasons, our Supervisors and our Operations Team wi send that information through our communication system so that the Client is informed and notified.

For more information please refer to Page 18. "Communication"

Please refer to our organized table for employees per location.

REFERENCES

1. **City Of Seabrook**

Seabrook City Hall
1700 First Street
Seabrook, Texas 77586
Gail Cook
gcook@seabrooktx.gov
Phone: 281-291-5688

Facilities: 2 Locations
Service Year(s): 2007-Present
Janitorial Services
Window Cleaning
Floor Maintenance
Special events

2. City Of Friendswood

Friendswood City Hall
910 S. Friendswood Dr.,
Friendswood TX 77546
James Toney
(281) 996-3229
jtoney@friendswood.com

Facilities: 11 Locations
Service Year(s): 2007-PRESENT
Description: Janitorial Services
Window Cleaning
Floor Maintainance
Special Events

3. City Of Santa Fe

Santa Fe City Hall
12002 Hwy 6 P.O.Box 950
Santa Fe, TX 77510
Alun Thomas
(409) 925-6412
athomas@ci.santa-fe.tx.us

Facilities: 7 Locations
Service Year(s): 2020-PRESENT
Description: Janitorial Services
Window Cleaning
Floor Maintainance

CONFIDENTIAL AND PROPRIETARY INFORMATION NOT FOR PUBLIC USE

B-26-03 Janitorial; Bid Tabulation Bidder Name	Total Monthly Janitorial Services	Total Monthly Day Porter Services	Total Monthly Contract Cost	Total Annual Contract Cost
United Service Associates, LLC	$21,304.00	$2,776.00	$24,080.00	$288,960.00
Kleen Tech	$18,745.14	$2,589.41	$21,334.55	$256,014.61
NVS Corporate Services Inc	$23,743.03	$4,156.80	$27,899.83	$334,797.96
LGC Global	$26,245.00	$3,640.00	$29,885.00	$358,620.00
SBS Maintenance & Cleaning LLC	$56,916.32	$1,890.00	NA	$705,675.84
American Janitorial	$18,001.00	$1,490.00 $15/HR Per Time at Park Restrooms	$19,491.00	$233,892.00
Ourso Enterprises	$35,876.00	$4,254.13	$40,130.13	$481,561.56
Ambassador Services	$17,588.23	$2,531.69	$20,119.92	$241,439.04
Metroclean	$22,605.00	$2,803.13	$25,408.13	$304,897.50
Marsden South	$10,393.39	$3,361.50	$13,754.89	$165,058.68
Aquamen Cleaning LLC	$29,300.00	$3,600.00	$32,900.00	$394,800.00

AMERICAN
JANITORIAL
SERVICES



JANITORIAL
PROPOSAL

CITY OF ALVIN

B-26-03

Janitorial Services Contract

DUE: Tuesday, April 14th, 2026

DUE TIME: 02:00PM

AMERICAN JANITORIAL SERVICES

• EXCELLENCE • INTEGRITY • RESPONSIVENESS

April 14th, 2026

City Of Alvin
Purchasing Department

Thank you for allowing us to submit our proposal for cleaning services at your facility.

Our price is based on a time/task/space analysis and includes:

A. Equipment and Materials

B. Supervision and Trained Personnel

C. Insurance and Administration

D. Uniforms and/or I.D. Tags

E. A new communication technology to our clients that sets us apart from any other janitorial service in our industry.

If awarded the contract, we assure you that we will provide the optimum in cleaning to meet the demands of your customers, staff, and visitors.

Thank you for the opportunity to earn your business.

Sincerely,

Victoria Castillo

American Janitorial Services, Ltd.

VictoriaCastillo
Sales/Marketing

Scan here

For company information

AMERICAN JANITORIAL SERVICES

•EXCELLENCE •INTEGRITY •RESPONSIVENESS

QUALIFICATION/EXPERIENCE OF FIRM

A. American Janitorial Services is currently owned and operated by Sergio R. Licona and Annabella Greene. They have been working in the janitorial services industry for over 42 years each and bring experience and knowledge in the cleaning industry to their current roles as Owners/Partners, Director of Operations and Finance.

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C. As a company and owners of a janitorial company, we have had experience with cleaning City Facilities since the 1980's.

D. See also attached references for a complete listing of our wide range of clients from Cities in the Houston area.

E. BUSINESS LOCATION, HEADQUARTERS:

Our offices are located at:
520 Dickinson Road
League City, TX, 77573.

Our mailing address is:
2951 Marina Bay Drive, Suite 130 #395
League City, TX, 77573

For more information about our company, you can visit our website
www.americanjanitorialservicesltd.com

STAFF EXPERIENCE

- **President & VP Operations - Sergio R. Licona**

  See attached Resume

- **Operations Assistant Manager/Project Coordinator – Felicia Sanchez**

Felicia Sanchez has been with AJS for over three (3) years and comes with years of experience with office skills, managing customer accounts. She is currently responsible for all of our accounts monthly schedules and monthly work tickets. She schedules and emails all personnel regarding the weekly walk-throughs at each facility.

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- **Supervisors – Jose Nunez, Yadira Torres, & Juan P. Quinones**

All, bring years of experience as janitorial industry workers and various training and certifications of floor care and maintenance skills.

- They are all currently responsible for various locations or focusing on one or more locations based on experience and needs. They are the direct in person connection between AJS crews, subcontractors, and client(s) personnel. They contact the crews for various needs, training, and assisting with supplies and equipment needs while also following up with client(s) personnel for all questions and concerns. They will attend any weekly and monthly walk-throughs per their assigned facilities when scheduled by our client(s) personnel.

SERGIO LICONA

Contact

1249 Mossy Oak, League City TX
77573
713-962-1329
sergio@ajsltdservices.com

Education

1994
University of Houston
Bachelor's Degree
Business & Finance

Key Skills

Marketing
Project Management
Budget Planning
Social Media
Planning

References

Available upon request.

Objective

Head of Operations for American Janitorial Services, LTD. Overseeing the full operational management of AJS. Organization and supervision of over 300 facilities project managers, area supervisors and crews. Handling building staffing and budget projections for each facility.

Experience

2002 - Present
Owner/Director of Operations • *American Janitorial Services, LTD*

- Overseeing the management of all personnel and facilities for AJS
- Financial planning for the growth and success of AJS.
- Managing all equipment knowledge and new technologies to continue to improve janitorial services in our industry.

1984 - 1999
Director of Operations • *Quality Janitorial Services, Inc.*

- Responsible for planning QJS' future.
- Work with Controller to ensure all policies and procedures are followed according to IRS standards and requirements.
- Promote sales growth and representative of QJS at all conventions and trade shows.
- Guide, plan and direct the overall operations of QJS.

1981 - 1984
Supervisor • *Eagle Maintenance*

- Handled recruiting and management of the cleaning personnel.
- In charge of the budget plan for the buildings.
- Handled all payroll for the buildings and staffing.

Memberships & Awards

- 1987 BSCAI Bidding and Estimating
- 1988 SWASCP Supervisor Seminar
- 1992 8A Contractor of the Year Award – Awarded by the Small Business Administration
- 1997 - Outstanding Vendor with METRO
- 2006 – Vendor of the Year with METRO

WALTER LICONA

Contact

4034 Bent Wood Circle,
Dickinson TX 77077
713-417-5776
Walterlicona511@gmail.com

Education

1984 – 1986
Electrical Engineering Technical School
Guatemala City, Guatemala
Associate Degree

Key Skills

Marketing
Project Management
Budget Management
Planning
Training
Supervising

References

Available upon request

Certificates

CJIS
Clean Training
System Certificate of Achievement

Objective

Extensive history in leadership and management, ability of delegate gives clear instructions quickly. Understanding of standard business practices and experience managing labor costs to maximize workforce while minimizing expense. Ability to oversee entire team performances and make the necessary adjustments. Experience creating work schedule, taking individual talent of team members into consideration. Conflict resolution skills and critical thinking and problem solving.

Experience

2005 to Present
Supervisor • *American Janitorial Services, LTD*

- Walk-through the facility with new clients and establish a business relationship.
- Follow up with the client on a regular basis about the Janitorial Services provided.
- Provide employees/crew with the necessary equipment, training, and knowledge to keep the facilities clean to AJS standards.

2003 to 2005
Area Manager: South Region/Target • *Kustom Klean*

- Responsible for the South Region Target accounts from Texas, Louisiana, and Mississippi to Tennessee.
- Follow up with the client requirements on a regular basis.
- Provide to the crew with the necessary equipment, training, and knowledge to keep the facilities clean.

2000 to 2003
Supervisor • *Coverall*

- Walk-through the facility with new clients and establish a business relationship.
- Follow up with the client requirements on a regular basis.
- Provide to the crew with the necessary equipment, training, and knowledge to keep the facilities clean.

2000 to 2003
Supervisor • *Quality Janitorial Services*

- Walk-through the facility with new clients and establish a business relationship.
- Follow up with the client requirements on a regular basis.
- Provide to the crew with the necessary equipment, training, and knowledge to keep the facilities clean.

ANNABELLA GREENE

Contact

1250 Willow Branch
League City TX 77573
713-504-4984
anni@ajsltdservices.com

Education

1988
University of Houston
1-Year Master's Program
Interior Architecture

1987
University of Houston
Bachelor's Degree
Interior Design

Key Skills

Marketing
Project Management
Budget Planning
Social Media
Planning

References

Available upon request.

Objective

Providing excellent customer service and effectively managing all accounting personnel.

Experience

2002 - Present
Co-Owner & VP of Accounting • *American Janitorial Services, LTD*

- Manages & oversees all Account Payables and Account Receivables.
- Reconciles all checking accounts: Generate reports and balances.
- Generate Sales Tax reports, IRS reporting and State Controller Audits.

1984 - 1999
Co-Owner & Sales Director • *Quality Janitorial Services, Inc.*

- Handled the marketing and sales department.
- Work with Operations to ensure that clients were served in an efficient manner.
- Promote sales growth and representative of QJS at all conventions and trade shows.

1980 - 1983
Supervisor • *Eagle Maintenance*

- Responsible for overseeing evening crew operations in a building.
- Planned and executed work schedules for carpet and floor maintenance.
- Handled quality control inspections of all buildings.

1979 - 1984
Assistant Branch Manager • Commonwealth Savings

- Overseeing a staff of eight (8) employees.
- Managed, and directed day to day activities for staff.
- Handling the balancing of vault, customer service, new accounts, promotional activities, and incentive programs.

ABOUT COMPANY



American Janitorial Services
Address: 2951 Marina Bay Dr. Ste. 130 #395 League City, TX 77573
Phone #: 281-922-0055
Fax #: 281-922-0050
Email: ajs@ajsltdservices.com

What makes us different?

Since 2002, AJS has been bringing our customers a cost-effective approach to cleaning and maintenance services to the greater Houston area. We provide our customers with the best care and services because of our constant training and supervision. Having a combined experience level of over 60 years, our employees are highly trained and equipped to meet the evolving industry standards. We are proud of our low employee turn over rate of 1%

Why Choose us ?

AJS has an around the clock staff and support team that will mobilize our teams for any and all emergencies. Emergencies do arise and we are ready to send our crew out to help meet your needs 24/7.



Our Mission

To be the top janitorial services provider in the Houston-Galveston area by responding in a timely manner and providing quality services to meet our customers satisfaction.

Our Vision

We help our clients by providing excellent janitorial services through green quality products and rapid attentive responses to their needs.

Specialty Services

Customizing our Janitorial Services to meet our customer's specific building and facility needs. We provide quality services for a price that fits your budget.

The services we provide:

- Carpet cleaning/ Shampoo
- Strip & Wax Floors
- Power Washing
- Window Cleaning
- Landscaping
- Initial Cleanup
- Virus Disinfecting Treatment
- Supplies



PROJECT PLAN

Implementation Plan

American Janitorial Services will review with facility management the scope of services, schedule the monthly inspections, and determine when to perform the periodic services to maintain a smooth transition during the upcoming contract year.

Manpower Resources

For special or emergency cleaning needs, we ask for a minimum of 2 hours' notice to coordinate with our team.

Our staff will seek supplies and equipment from our warehouse to provide immediate assistance to all cleaning needs.

CONTRACT AWARDED/INITIAL CLEINT CONSULT	FIRST WEEK	START-UP DATE	FIRST MONTH	FIRST SIX MONTHS	FIRST YEAR/END OF CONTRACT
Initiation meeting with supervisors, operations manager, and client. Review terms and sign contract with client. Present Project Timeline, Organization Chart and Review Scope of Work. Provide list of Employees Proxy Cards.	Building Review Meeting with contact person per building. Discuss building service needs, Scope of work, Working Hours, etc. Order of Equipment for Facilities. Order of Employee Uniforms.	Walkthrough with Key Personnel per building. Verify that access cards and keys are provided and working. Introduce Employees. Walkthrough the building with the Employee. Review the Scope of Work and building policies with employee.	Between the First Day and First Month,Special Services needed will be Scheduled and Completed. Floor Scrubbing Stripping and Waxing Carpet Cleaning Etc. Monthly Inspection Forms will be done per building. 1 month check in with client. 1 month check in with Employee.	Periodical Jobs. Strip and Wax. Carpet Shampoo Employee Performance Client Check in.	Annual Review with Client.

EMPLOYEE TRAINING PROGRAM PROCEDURE

1. **Objective:**

Our training program provides our employees with skills and knowledge they need to deliver efficient, dependable service to our customers. Each employee is given a specific responsibility and is individually recognized for accomplishments.

2. Instructions:

2.1 New Hire

2.1.1. All new hires will attend an orientation session before they appear at the jo location. It is our objective to introduce all new hires to the company and its rules and regulations. ***Refer to employee manual.***

A. Dress code
B. Company History, Mission, Vision
C. Company policies & Rules.

- Lunch Period
- Inclement Weather/Emergency Closings
- Employee Performance Reviews
- Corrective/ Preventive Actions
- Employment Termination
- Standards of Conduct (Absenteeism, tardiness, Timekeeping, overtime, etc.)

D. Company Products & Services

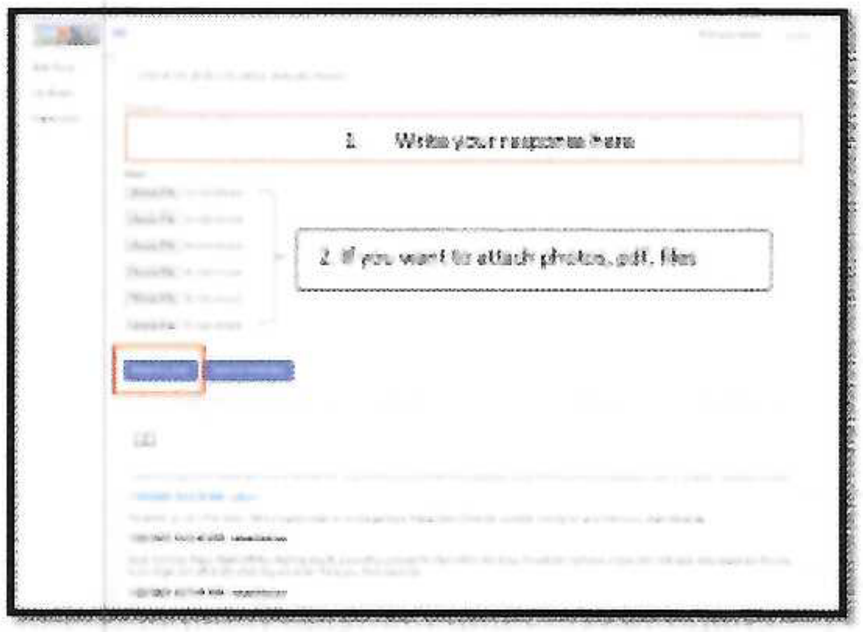
2.1.2. During the start-up phase, AJS supervisors conduct training sessions at our office for all employees who will be working at the job site. The agenda includes:

A. Orientation to AJS and to the facility they will be working at.
B. Orientation to specific facility rules and regulations.

2.1.3. The orientation of a new employee consists of a combination of classroom training and on-the-job training. We make sure that every employee is:

A. Technically proficient with chemicals, equipment, and methods.
B. Familiar with the rules and regulations of the facility
C. Thoroughly trained regarding safety matters
D. Committed to providing outstanding customer service.

2.1.5. After logging in, they will see the following page:



2.1.6. When the clients send a request, complaint, photo, or any related message, our company will receive an email notifying our team about it. The same if our company answers back the message, all the contacts emails attached to that database will be receiving the notification.

2.1.7. At the end of that page, the client can see all the records of the communication.

2.2. Review of Complaints

2.2.1. The client can use the Logbook program in the communication section to inform us about a complaint, send an email to ajs@ajsltdservices.com or call the office (281) 922-0055.

2.2.2. When that complaint is received, the Operations Department send a notification to the Supervisor of that account and Director of Operations, the Supervisor will inform the Cleaning Crew about it and will be there to ensure the job comply with the requirements.

2.2.3. The complaints will be documented on the ***Complaint Log Form*** by an Administrative Office Staff member that will be following up the performance of the Cleaning Crew with the Client.

2.2. Basic Training Information

2.2.1. Training for service work is conducted during regular working hours and concentrates on specific work tasks.

2.2.2. Train service workers to perform visual inspections of their area before completing work, and to correct any deficiencies noted before completing work, and to correct any deficiencies noted.

2.2.3. Periodically, AJS supervisors conduct recurrent training sessions for current and replacement employees at the customer's site. These sessions are more technical in nature and concentrate on specific job tasks and duties.

2.2.4. Employees are trained in groups specific to their function. Trainers who are job-content experts are utilized.

2.3. Safety training information

2.3.1. Discuss the importance of understanding and observing safety rules as well as observing the safety habits of fellow workers and the safety conditions in the buildings they work in. Emphasize the following:

A. Work Area
B. Supervisor
C. Identification
D. Know the Building
E. Emergency phone numbers
F. Dress Code
G. WALK don't run
H. Stairs and Ladders
O. Common sense
I. Chemicals
J. Equipment
K. Fire
L. Building (Do not open the door, ID cards, keys, alarm codes, security regulations etc.)
M. NO CHILDREN or VISITORS
N. Blood and waste

2.4.1. Chemicals Training information

Stress the importance of safety codes when using any chemical. Cover the following:

A. Storage Management
B. Labels Management
C. Safety Date Sheets (SDS)
D. Their Purpose
E. Mixing Chemicals
F. Safety Information

2.5. Equipment Training Information

2.5.1. Stress the importance of keeping the equipment clean in good condition in their everyday operations. Cover the following issues:

A. The purpose of the equipment
B. Operation of the Cleaning equipment (Hand and Mechanical)
C. Connect and disconnect
D. Maintenance of Cleaning Equipment
E. Troubleshooting for Machine
F. Electric Cords
G. Moving Parts
H. Supplies
I. Ask questions

*Note: See ***Equipment Maintenance and Troubleshooting Diagram***

2.6. Operations training information

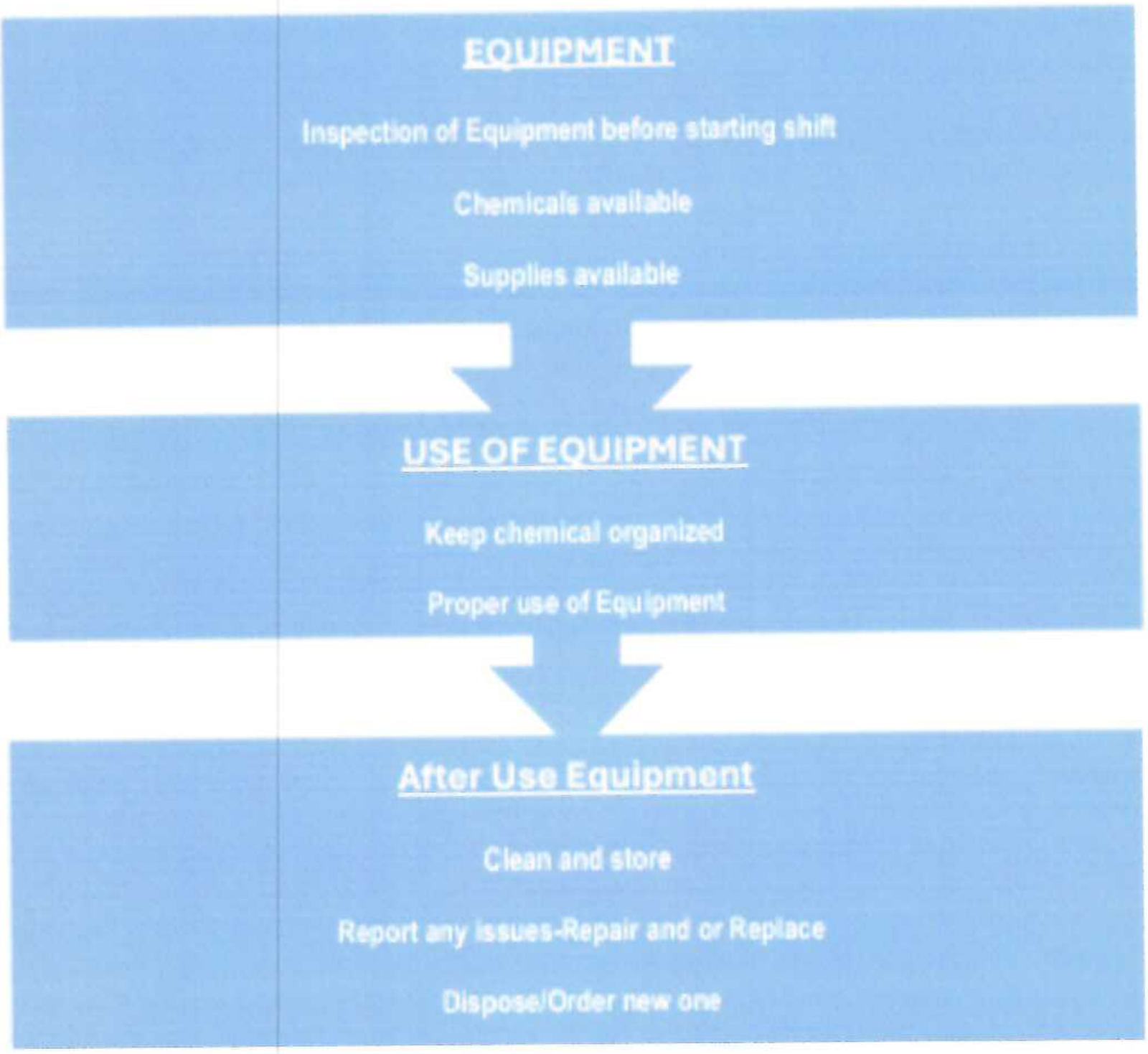
A. Restrooms
B. Vacuuming
C. Dusting
D. Wet mop
E. Sweeping
F. Furniture
G. Windows
H. Other that applies.

2.7. Complaints information

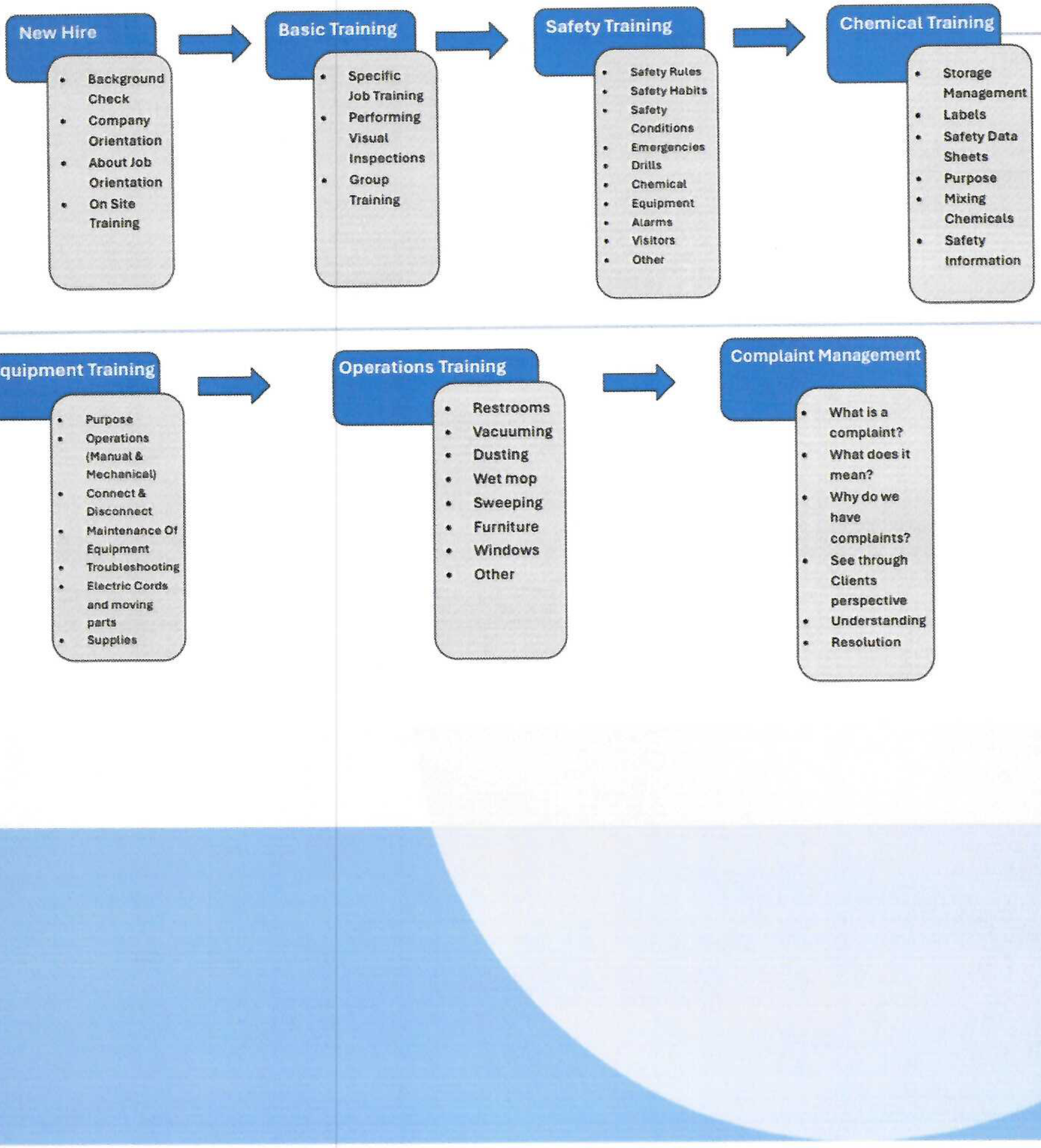
2.7.1. Talk about why and when we have complaints, and what to do in these cases:

A. What is a complaint.
B. What does a complaint mean?
C. Why do we have complaints?
D. See through the client's eyes.
E. Understand the building.
F. Understand the nature of this job.
G. Do not fight, think.

Equipment Maintenance and Troubleshooting Diagram



Employee Training Program Overview



Communication

1. **Objective:**

   The purpose of this procedure is to define the methods for capturing customers communication to meet their requirements, review and approve changes to those requirements, and the review of complaints with a resolution to ensure that American janitorial Services will comply with the client requirements.

2. **Instructions:**

2.1. Capture of Requirements

2.1.1. During the Process of Quote for Services, client's requirements are captured and recorded on the Change Order Form

2.1.2. We provide a Quote and if approved, we use the SCOPE OF WORK Form and send it for approval.

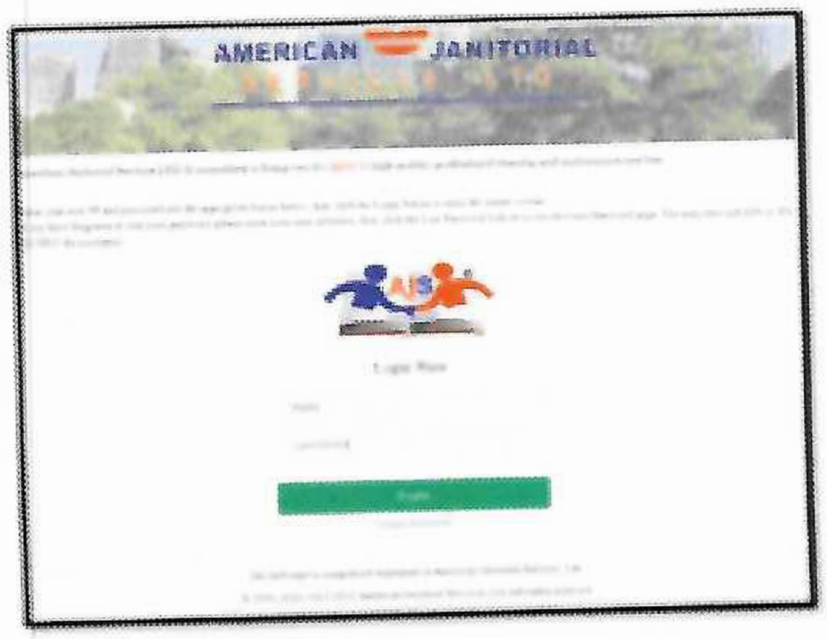
2.1.3. After we have all the information, we use a program to keep the client database. We enter all the contacts information that include the following:

- Contact Name
- Phone Numbers
- Email
- Position
- Emergency Contact Information
- Alternative Contact

We also enter all the account information that can include:

- Scope of work
- Access Codes
- Cleaning Schedule
- Building Information

2.1.4. The Client Log in with their own username and password on the program using the following address: http://ajsltdservices.com/



2.3. Change to Requirements

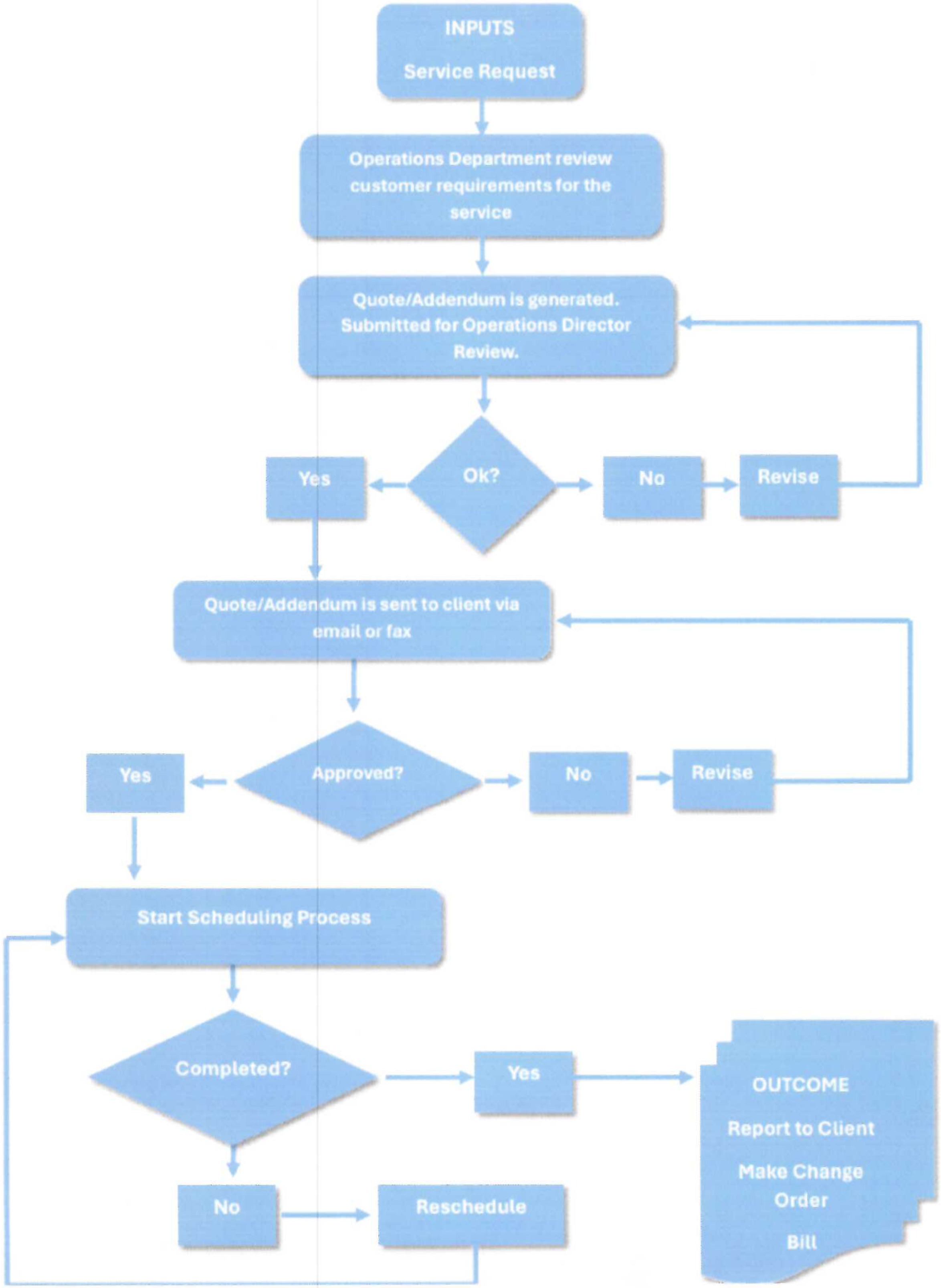
2.3.1. Where the customer request changes to active work, the changes must also be captured, reviewed, and approved prior to committing to a change. We use the ***Change Order Form.***

2.3.2. The change will consider the impact on work already delivery, work underway, and planned work. Problems or concerns over implementing the change will be communicated by the Director of Operations with the client. Such changes may require renegotiation of contracts.

2.3.3. If changes are agreed upon, the Operations Department will work with the affected departments to implement the change. The disposition of existing work shall be determined by management, along with the client's input.

2.3.4. Where the changes are required by the Client, these will be negotiated with the client before implementation, and a record of the client's acceptance will be maintained.

Client Service Request Process Overview



Service Request

CLIENT INPUT

- Send request (Email, Logbook, Call, Etc.

OPERATIONS DEPARTMENT

- Received Request
- Notifies the supervisor about the request.
- Document the Request in the Request Log Form.
- Reports to the client the completion of the requests.
- Follow up the performance of the Crew with the Account.

SUPERVISOR

- The Supervisor will notify the Cleaning Crew about the request.
- Supervisor will ensure that the crew comply with the job requirements.
- Supervisor reports to Operations the completion of the request.

CREW

- The crew will perform the customer requirements with the supervisor guidance.

PROJECT SUMMARY

Project Supervisor: 1

Employees

- **In charge of AJS Building Inspections, employee traning and evaluations.**

Total of Cleaning employees:

3 crews

- **Will be distributed to all facilities according to the hours needed to completion of all tasks in the Scope of Work.**

"No-Show" Plan:

As soon as AJS Supervisor is notified of a "no-show" employee if any, they (Supervisor) will present themselves with an emergency crew to clean and the Client will be notified.

f any employee is delayed in time to arrive to facility for unforeseeable reasons, our Supervisors and our Operations Team wi send that information through our communication system so that the Client is informed and notified.

For more information please refer to Page 18. "Communication"

***Please refer to our organized table for employees per location*.**

REFERENCES

1. **City Of Seabrook**

Seabrook City Hall
1700 First Street
Seabrook, Texas 77586
Gail Cook
gcook@seabrooktx.gov
Phone: 281-291-5688

Facilities: 2 Locations
Service Year(s): 2007-Present
Janitorial Services
Window Cleaning
Floor Maintenance
Special events

2. City Of Friendswood

Friendswood City Hall
910 S. Friendswood Dr.,
Friendswood TX 77546
James Toney
(281) 996-3229
jtoney@friendswood.com

Facilities: 11 Locations
Service Year(s): 2007-PRESENT
Description: Janitorial Services
Window Cleaning
Floor Maintainance
Special Events

3. City Of Santa Fe

Santa Fe City Hall
12002 Hwy 6 P.O.Box 950
Santa Fe, TX 77510
Alun Thomas
(409) 925-6412
athomas@ci.santa-fe.tx.us

Facilities: 7 Locations
Service Year(s): 2020-PRESENT
Description: Janitorial Services
Window Cleaning
Floor Maintainance

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PROPRIETARY AND CONFIDENTIAL

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Information Technology **Contact:** Nicholas Newell, Chief IT Officer

Agenda Item: Consider Resolution 26-R-30, approving an Interlocal Cooperation Contract between the City of Alvin and the University of Texas at Austin for participation in the Regional Security Operations Center (RSOC) Program; authorizing the City Manager to execute the Agreement; and setting forth other matters related thereto.

Type of Item: Contract/Agreement

Summary: The Texas Department of Information Resources (DIR) established the Regional Security Operations Center (RSOC) program to expand cybersecurity resources and support available to local governments and other public entities throughout Texas.

The proposed Interlocal Cooperation Contract between the City of Alvin and the University of Texas at Austin will allow the City to participate in the UT Austin Regional Security Operations Center. Through the program, the City will receive an additional layer of cybersecurity monitoring and support to complement its existing cybersecurity measures.

Participation will give the City access to additional cybersecurity tools and expertise through the State-funded RSOC program at no cost to the City. These resources provide another layer of protection to help identify and respond to cybersecurity threats, including phishing and other email-based threats.

Services provided through the RSOC include security monitoring tools, monitoring of security events, notification of events requiring follow-up, reporting, and assistance with identifying and responding to potential cybersecurity threats. The program also provides participating governmental entities access to additional cybersecurity resources and expertise through the RSOC. Participation in the RSOC does not give UT Austin direct access to the City’s network. Instead, the City will provide certain system information, such as security logs, for monitoring. This allows the RSOC to help identify potential cybersecurity threats without directly accessing the City’s network.

The program is fully funded by the Texas Department of Information Resources through legislative appropriations, and there is no cost to the City for participation or services provided under the agreement. Should the State's funding model change in the future, the City would not incur any charges without prior written agreement and approval.

The agreement is for an initial one-year term and will automatically renew for successive one-year terms. Either party may terminate the agreement with 60 days' written notice.

Staff recommends approval.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Account: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/27/26

Finance Review Required: N/A X Required __ **Date Completed:** _____

Supporting documents attached:

1. Res 26-R-30 UT Austin RSOC Interlocal Agreement
2. Exhibit A; UT RSOC Interlocal Agreement

Recommendation: Move to approve Resolution 26-R-30, approving an Interlocal Cooperation Contract between the City of Alvin and the University of Texas at Austin for participation in the Regional Security Operations Center (RSOC) Program; authorizing the City Manager to execute the Agreement; and setting forth other matters related thereto.

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: X

RESOLUTION 26-R-30

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING AN INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF ALVIN AND THE UNIVERSITY OF TEXAS AT AUSTIN FOR PARTICIPATION IN THE REGIONAL SECURITY OPERATIONS CENTER (RSOC) PROGRAM, FOR AN INITIAL TERM OF ONE (1) YEAR WITH AUTOMATIC SUCCESSIVE ONE YEAR RENEWALS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with one another to perform governmental functions and services; and

WHEREAS, the Texas Department of Information Resources established the Regional Security Operations Center (RSOC) program to provide cybersecurity resources and services to participating governmental entities throughout the State of Texas; and

WHEREAS, the University of Texas at Austin operates a Regional Security Operations Center through which participating governmental entities may receive cybersecurity monitoring, notification, reporting, and related support services; and

WHEREAS, the City Council finds that participation in the Regional Security Operations Center will provide an additional layer of cybersecurity monitoring and support to complement the City's existing cybersecurity measures and is in the best interest of the City of Alvin; and

WHEREAS, the RSOC program is fully funded by the Texas Department of Information Resources through legislative appropriations, and services under the Agreement are provided to the City at no cost; and

WHEREAS, the Interlocal Cooperation Contract provides for an initial term of one (1) year and automatically renews for successive one-year terms unless terminated in accordance with the Agreement,

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The Interlocal Cooperation Contract between the City of Alvin and the University of Texas at Austin relating to the City's participation in the Regional Security Operations Center (RSOC) program, attached hereto as Exhibit “A” and incorporated herein for all purposes, is hereby approved. The City Manager is hereby authorized to execute the Agreement and any related documents necessary to implement the Agreement on behalf of the City.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution 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.

Section 4. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the 3rd day of September 2026.

CITY OF ALVIN, TEXAS	**ATTEST**
By: _____	By: _____
Gabe Adame, Mayor	Dixie Roberts, City Secretary

INTERLOCAL COOPERATION CONTRACT
BETWEEN
UNIVERSITY OF TEXAS AT AUSTIN
AND
City of Alvin

RELATING TO THE USE OF THE UT AUSTIN REGIONAL SECURITY OPERATIONS CENTER (RSOC) SERVICES

THIS INTERLOCAL COOPERATION CONTRACT ("Agreement") is entered into by and between City of Alvin ("RSOC Customer") and THE UNIVERSITY OF TEXAS ("UT") (referred to individually as a "Party" and collectively as the "Parties"), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791. This AGREEMENT is created to give effect to the intent and purpose of Chapter 2063, Texas Government Code, concerning Regional Security Operations Centers, including Sections 2063.601 through 2063.605 and authorizes RSOC Customer to participate in the RSOC operated by UT. RSOC Customer acknowledges and agrees that this Agreement is with UT and, therefore, RSOC Customer does not have privity of contract with any other UT service provider(s). The RSOC shall use reasonable efforts to provide the services (the "Services") described in the Service Description.

SECTION I – CONTRACTING PARTIES

RSOC CUSTOMER: City of Alvin

PERFORMING AGENCY: University of Texas at Austin

UT Contract No.: RSOC_ILC_0399

SECTION II – STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of AGREEMENT and General Process

Per Government Code Section 2063.604, DIR and its university partner may include, but is not obligated to, provide the following security services through the RSOCs:

(a) real-time network security monitoring to detect and respond to network security events that may jeopardize this state and the residents of this state;
(b) alerts and guidance for defeating network security threats, including firewall configuration, installation, management, and monitoring, intelligence gathering, and protocol analysis;
(c) immediate response to counter network security activity that exposes this state and the residents of this state to risk, including complete intrusion detection system installation, management, and monitoring for participating entities;
(d) development, coordination, and execution of statewide cybersecurity operations to isolate, contain, and mitigate the impact of network security incidents for participating entities; and
(e) cybersecurity educational services.

This Agreement is between UT and RSOC Customer and does not replace or supersede any other contracts for services, such as those offered by DIR. The terms of relevant DIR Shared Services Contracts, where applicable, will apply to this Agreement and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this Agreement with no further action by the Parties.

SECTION III – RSOC CUSTOMER PARTICIPATION

3.1 RSOC Customer Specific Requirements

RSOC Customer shall notify UT, in writing prior to execution of this Agreement, of all RSOC Customer-specific requirements (“RSOC Customer-Specific Legal Requirements”) that pertain to any part of RSOC Customer’s business that is supported by UT under this Agreement. The Parties intend that if the Parties agree such RSOC Customer-Specific Requirements will be coordinated between the Parties as part of the Services. RSOC Customer shall use commercially reasonable efforts to notify UT, in writing, of any changes to RSOC Customer-Specific Requirements that may, in any way, impact the performance, provision, receipt and use of Services. If necessary to facilitate UT compliance, RSOC Customer shall provide written interpretation to UT of any RSOC Customer-Specific Requirements. Should any RSOC Customer-Specific Requirements that are amended after the execution of this Agreement impede or otherwise impact the ability of UT to perform the services provided for herein, UT may terminate this Agreement immediately without further obligation to the RSOC Customer.

3.2 RSOC Responsibilities

The RSOC is responsible for:

(a) security monitoring tools;
(b) monitoring of security events;
(c) notification of security events that require follow-up; and
(d) reporting.

3.3 RSOC Customer Responsibilities

Where appropriate, RSOC Customer shall support the following:

(a) Software currency standards are established for the environment. RSOC Customers are expected to remediate applications to comply with the standards.
(b) Ensure network connectivity and sufficient bandwidth to meet RSOC Customer's needs.
(c) Collaborate with the RSOC to establish and leverage standard, regular change windows to support changes to enterprise systems.
(d) Allocate appropriate resources to perform the installation and support of the RSOC tools to enable RSOC to provide the services.
(e) Coordinate with the RSOC to facilitate the uninterrupted collection of the data required for the RSOC to perform the services.
(f) Collaborate with RSOC to develop and maintain the incident escalation matrix and make personnel available to act on a RSOC reported incident or alert.

(g) Coordinate with the RSOC to act on planned and unplanned upgrades, maintenance, or other system changes within a mutually agreed upon timeframe.
(h) Engage with the RSOC to act on reported incidents within a mutually agreed upon timeframe.

RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk.

3.4 RSOC Customer Equipment and Facilities

Any use by UT of RSOC Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this Agreement. RSOC Customer will retain ownership of RSOC Customer Equipment.

3.5 Security

RSOC Customer agrees to comply with security recommendations provided by UT in connection with the Services, as communicated from time to time by UT. RSOC Customer agrees to inform UT of any RSOC Customer-specific security considerations. RSOC Customer acknowledges that any failure on its part to follow the above recommendations may place its own data and operations at risk. RSOC Customer accepts the risks and liabilities associated with failure to follow RSOC recommendations where UT and/or its service provider(s) determine that such recommendations would have prevented or mitigated an issue. UT and/or its service provider(s) accept no responsibility for the risk or liability incurred due to a RSOC Customer's decision not to follow UT's recommendations. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. UT will notify RSOC Customer of non-compliance.

SECTION IV

4.1 PRICING

The RSOC program is fully funded by the Texas Department of Information Resources (DIR) through legislative appropriations. As such, all RSOC services described in this agreement are provided to RSOC Customers free of charge, and no costs shall be incurred by the RSOC Customer for participation.

In accordance with Texas Government Code § 791.011(d)(3), each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

In the event that legislative appropriations are reduced or eliminated such that DIR can no longer fund the RSOC program, this Agreement may be renegotiated to include a mutually agreed upon cost recovery model through an amendment to this Agreement. No charges will be made to the RSOC Customer without prior written agreement and approval from both parties.

4.2 PAYMENT FOR SERVICES

No payment is required from RSOC Customers under the current RSOC funding model. If in the future, RSOC services require a cost recovery due to a change in funding, the RSOC Customer shall not be billed or invoiced unless a new agreement is signed by both parties that outlines the scope, cost, and terms of payment.

Any future changes proposed must be reviewed and approved in writing by the RSOC Customer prior to invoicing. The Customer shall not be obligated to pay any charges that are not explicitly authorized in advance.

SECTION V – TERM AND TERMINATION OF CONTRACT AND SERVICES

5.1 Term and Termination of Agreement

The term of this Agreement shall commence upon execution of this Agreement by the last party to execute this Agreement and shall continue for an initial term of one (1) year. This Agreement shall automatically renew for successive one (1) year terms unless either Party provides notice of termination in accordance with Sections 5.2 and 6.4.

This Agreement is contingent on the continued appropriation of sufficient funds to pay the amounts specified in the RSOC Customer's Requests for Services, including the continued availability of sufficient relevant state funds if applicable. Continuation of the Agreement is also contingent on the continued statutory authority of the Parties to contract for the Services.

5.2 Termination of Services

Either Party may terminate this Agreement by giving the other Party sixty (60) calendar days' written notice in accordance with Section 6.4 of this Agreement.

SECTION VI – MISCELLANEOUS PROVISIONS

6.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by UT in connection with the RSOC is information collected, assembled, and maintained for UT. If RSOC Customer receives a Public Information Act request for information that RSOC Customer possesses, RSOC Customer shall respond to the request as it relates to the information held by RSOC Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other, but both Parties agree to inform the other Party upon receipt and prior to responding to a Public Information Act Request related to this Agreement or the services contemplated herein.

6.2 Confidential Information

Each Party shall maintain the confidentiality of information to the same extent that and with the same degree of care used to protect their own confidential information. UT acknowledges that

RSOC Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including UT.

UT and RSOC Customer shall determine whether:

(1) RSOC Customer is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) regulations at 34 Code of Federal Regulations Part 99;

(2) RSOC Customer receives Federal tax returns or return information and must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075; or

(3) RSOC Customer is subject to any other requirements specific to the provision of Services.

The Parties shall negotiate in good faith to determine the ability of and mechanisms for UT to receive data or information protected by such regulations.

6.3 Ownership of Data

The RSOC Customer will retain full ownership of the data the RSOC Customer provides to UT. UT is permitted to use such data as necessary to perform the Services under this Agreement.

Upon termination of this Agreement, UT will make commercially reasonable efforts to remove RSOC Customer-provided data from UT's active operational systems within thirty (30) days, except where retention is required by applicable law, UT policy, security operations practices, or system backup retention schedules.

6.3.1 FERPA

This Section 6.3.1 applies only if and to the extent that the RSOC Customer provides data subject to the Family Educational Rights and Privacy Act of 1974 (FERPA). For purposes of this Agreement, UT acknowledges its obligations to comply with FERPA, including but not limited to the obligation to maintain confidentiality of student education records. If applicable, RSOC Customer may designate UT as a "School Official", as an outside service provider used by the RSOC Customer to perform institutional services, only to the extent that access to the records is required to carry out the obligations under this Agreement. The Parties understand that any unauthorized disclosure of confidential student information may violate FERPA and its implementing regulations. Disclosure of confidential student information received under this Agreement to a third party is not authorized. Upon termination of this Agreement, UT will make commercially reasonable efforts to return or remove confidential information maintained in active systems within thirty (30) days, unless retention is required by applicable law, UT policy, security operations practices, or system backup retention schedules.

6.4 Notification Information

Notice given pursuant to this Agreement shall be in writing and shall be given by United States certified or registered mail, return receipt requested, addressed to the appropriate party as set forth below:

RSOC Customer's Primary Contact for Agreement

Name:
Title:
Address:
Telephone:
Email:

UT's Primary Contact for Agreement

Name: Jeremy Carter
Title: Regional Security Operations Center Manager
Address: 1 University Station
Telephone: 512-232-6001
Email: jeremy@utexas.edu

6.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this Agreement.

6.6 Amendments

This Agreement may not be amended except by written document signed by the Parties hereto or as specified within this Agreement or the attachment being amended.

6.7 Conflicts between Contracts

If the terms of this Agreement conflict with the terms of any other contract between the Parties, the terms of this Agreement shall govern with respect to RSOC Services unless the Parties expressly agree in writing that another agreement supersedes this Agreement for those Services.

6.8 Responsibilities of the Parties

The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, UT will cooperate with RSOC Customer in all reasonable respects to resolve any issues pertaining to federal or state funding in connection with this Agreement. RSOC Customer shall comply with all policies, procedures, and processes as provided by UT.

In the event that RSOC Customer actions, failure to perform certain responsibilities, or requests outside the scope of Services result in direct and measurable additional costs to UT, the Parties agree to coordinate in good faith to address such costs. Any such costs will be communicated in

advance and will not be incurred without prior discussion and mutual understanding between the Parties. UT and RSOC Customer shall also coordinate and plan for situations where conflicts, delays, or competing resource demands may arise during the term of this Agreement.

6.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that:

(1) the state auditor, the Parties ′internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement;

(2) that the acceptance of funds directly through this Agreement or indirectly through a subcontractor under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties ′internal auditors, and if applicable, the Office of Inspector General of RSOC Customer or their designees to conduct audits or investigations in connection with those funds; and

(3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

6.10 General Terms

Except as expressly provided herein, no provision of this Agreement will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to either Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to either Party by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, neither Party waives any privileges, rights, defenses, remedies or immunities available to it.

This Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the United States District Court for the Western District of Texas, Austin Division. If one or more provisions of this Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

6.11 Liability

Neither Party shall have a duty to defend or indemnify the other Party for claims arising out of or relating to the Services, except as otherwise provided by law.

The RSOC Customer understands that, while RSOC services will likely improve and support the cybersecurity posture of the RSOC Customer, there is no guarantee provided or asserted in any way that this service can or will block all attacks or prevent all breaches. In the event of a successful attack and/or breach, the RSOC Customer understands that, based on many factors, including system settings, user behaviors, and the availability of log and other information, it may

not be possible to stop, or identify the source of, a compromise or breach. Furthermore, through this service, it may not be possible to determine the precise number of records affected in the event of a breach.

6.12 Signatory Warranty

Each signatory warrants requisite authority to execute the Agreement on behalf of the entity represented.

SECTION VII – CERTIFICATIONS

The undersigned Parties hereby certify that:

(1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government;
(2) this Agreement serves the interest of efficient and economical administration of State Government; and
(3) the Services, supplies or materials in this Agreement are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this Agreement effective on date of last signature below.

RSOC CUSTOMER: City of Alvin

By: _____
Printed Name:
Title:
Date:

PERFORMING AGENCY: UNIVERSITY OF TEXAS AT AUSTIN

By: _____
Printed Name:
Title:
Date:

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Utility Billing

Contact: Amy Sanchez, Utility Billing Manager, Michael Gibbs, Finance Director

Agenda Item: Consider Resolution 26-R-31, approving Addendum No. 5 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Texas Pride Disposal; authorizing the Mayor to execute the Addendum; and setting forth other matters related thereto.

Type of Item: Action Item

Summary: The City's contract with Texas Pride Disposal for refuse collection and disposal service contains a provision for an annual adjustment of compensation paid to the contractor. The contract states that the contractor shall be compensated in accordance with the CPI-U adjustment, a fuel adjustment and an operating cost adjustment.

Contractual Terms

- The Consumer Price Index rate for all urban consumers for the Houston, The Woodlands, and Sugarland, Texas areas is 2.8%.
- The fuel rate is adjusted if, during the previous cost adjustment year, the average price of diesel fuel exceeded $3.70 per gallon. This past year, the average price of fuel was $3.60, resulting in a decline in fuel adjustment.
- Texas Pride requested a 3.6% additional cost adjustment for operations due to an increase in disposal fees.
- Texas Pride has submitted documents and records sufficient to establish the necessity of the contractual rate adjustment.

History of Contractual Rate Increases:

	FY25 Amend#3	**FY26 Amend#4**	**FY27 (proposed) Amend#5**
CPI-U	4.000%	2.900%	2.800%
Fuel adj	3.282%	0.357%	-0.357%
*Requested operating adjustment	4.725%	0.000%	3.600%
Net adjustment:	12.007%	3.257%	6.043%

Based on estimated FY26 end of year projections, the 6.043% contractual increase equates to a $225,000 increase for FY27. Should City Council approve the contractual rate increase of 6.043%,

the effective date would be October 1, 2026.

Funding Expected: Revenue _ Expenditure X N/A __ **Budgeted Item:** Yes X No _ N/A _

Funding Account: ___ **Amount:** ____ **1295 Form Required?** Yes X No __

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/26/26

Finance Review Required: N/A __ Required X **Date Completed:** _____

Supporting documents attached:

1. Res 26-R-31 Texas Pride Addendum No. 5
2. Exhibit A; Addendum #5 Texas Pride 2026 CPI-U
3. TP Price Adjustment Request 2025-2026
4. Alvin CPI-U with Fuel and Pricing 2026
5. Solid Waste Contract; 2020; Texas Pride

Recommendation: Move to approve Resolution 26-R-31, approving Addendum No. 5 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Texas Pride Disposal; authorizing the Mayor to execute the Addendum; and setting forth other matters related thereto.

Reviewed by Department Head, if applicable: __
Reviewed by Chief Financial Officer, if applicable: ___
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

RESOLUTION 26-R-31

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING ADDENDUM NO. 5 TO THE CONTRACT FOR REFUSE COLLECTION AND DISPOSAL SERVICES BETWEEN THE CITY OF ALVIN AND TEXAS PRIDE DISPOSAL; AUTHORIZING THE MAYOR TO EXECUTE THE ADDENDUM; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin and Texas Pride Disposal entered into an Agreement for Refuse Collection and Disposal Services on or about October 1, 2020; and

WHEREAS, the Agreement provides for annual adjustments to the compensation paid to Texas Pride Disposal in accordance with the terms of the Agreement; and

WHEREAS, Texas Pride Disposal has requested an adjustment to the rates for refuse collection and disposal services in accordance with the Agreement; and

WHEREAS, Addendum No. 5 provides for adjusted rates for refuse collection and disposal services effective October 1, 2026; and

WHEREAS, the City Council finds that approval of Addendum No. 5 is in the best interest of the City of Alvin,

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. Addendum No. 5 to the Contract for Refuse Collection and Disposal Services between the City of Alvin and Texas Pride Disposal, attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby approved. The Mayor is hereby authorized to execute Addendum No. 5 on behalf of the City.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution 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.

Section 4. Effective Date. This resolution shall take effect upon its adoption.

PASSED AND APPROVED on this the 3rd day of September 2026.

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame, Mayor

ATTEST

By: _____
Dixie Roberts, City Secretary

ADDENDUM NO.5 TO CITY OF ALVIN'S
AGREEMENT FOR REFUSE COLLECTION
AND DISPOSAL SERVICES

THIS FIFTH ADDENDUM ("Addendum No. 5") is entered into this 3rd day of September, 2026, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the "City"), and Texas Pride Disposal (the "Contractor"), the Parties to this Agreement; and

WHEREAS, the City and Texas Pride Disposal entered into an Agreement for Refuse Collection and Disposal Services on or about October 1, 2020 (the "Original Agreement"); and

WHEREAS, the City and Texas Pride disposal entered into Addendum No. 1 on or about August 5, 2021; and

WHEREAS, the City and Texas Pride disposal entered into Addendum No. 2 on or about July 21, 2022; and

WHEREAS, the City and Texas Pride disposal entered into Addendum No. 3 on or about June 15, 2023; and

WHEREAS, the City and Texas Pride disposal entered into Addendum No. 4 on or about July 18, 2024; and

WHEREAS, the Original Agreement, the First Addendum to the Original Agreement, the Second Addendum, the Third Addendum, the Fourth Addendum and this Fifth Addendum are hereby collectively referred to as the "Agreement;"

WITNESSETH:

NOW, THEREFORE, and in consideration of the mutual covenants and promises contained herein, City and Contractor hereby agree as follows:

I.

The Agreement is amended by adding Addendum No. 5 with Exhibit "A" to the Agreement pursuant to Section 11, Compensation to Contractor, subsections (a) Rates, (b) CPI-U Adjustment, (c) Operating Cost Adjustment, and (d) Landfill Cost Adjustment, to provide for the annual adjustment to the Contractor.

Commencing October 1, 2026, the rates charged to the City for the services provided by the Contractor shall be those rates as outlined in Exhibit "A," attached hereto and incorporated by reference.

II.

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. To the extent of a conflict or inconsistency between or among the provisions of the Agreement, Addendum No. 1, Addendum No. 2, Addendum No. 3, Addendum No. 4, and this Addendum No.5, the provisions of this Addendum No. 5 shall control. This Addendum No. 5 may only be amended, modified or supplemented by written agreement and signed by all the parties.

The Agreement and Addendum No. 5 represent the entire agreement among the parties with respect to the matters that are the subject hereof.

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 5 to the Agreement for Refuse Collection and Disposal Services in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CONTRACTOR:
Texas Pride Disposal

By: _____
Name: Ray Lewis
Title: Chief Operating Officer

CITY:
City of Alvin, Texas

By: _____
Gabe Adame
Mayor

ATTEST/SEAL

By: _____
Dixie Roberts
City Secretary

APPROVED AS TO FORM:

By: _____
Mark Swaim
City Attorney

Amy Sanchez

From: Stephanie Bolanos <stephanie@texaspridedisposal.com>
Sent: Friday, June 12, 2026 10:08 AM
To: Amy Sanchez
Cc: Residential Sales; Aimee Ordeneaux
Subject: City of Alvin Annual Increase 2026
Attachments: The City of Alvin CPI-U 2026.pdf

Caution: External email.

Good Morning,

Please see the attached City of Alvin annual increase for your review and approval.
Respectfully Per section 11, Number 4. We are petitioning the City for an increase. We would appreciate your consideration as this request is being presented due to our increase in disposal costs.
Please let me know if you have any questions.

Thank you for the continued partnership,
Stephanie Bolanos



Stephanie Bolanos
Texas Pride Disposal

Customer Service 281-342-8178 | www.texaspridedisposal.com

stephanie@texaspridedisposal.com | 4203 Montrose Blvd #500, Houston Tx 77006

2026 Annual Adjustment

FUEL

May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	TOTAL
3.164	3.245	3.429	3.377	3.395	3.317	3.440	3.281	3.226	3.414	4.660	5.202	43.150

3.60 12 MONTH AVERAGE

CPI-U

Apr-26
2.8

BASE RATE	YR AVG	DIFFERENCE	EQUALS	QUALIFER	EQUALS		
						2.8%	CPI-U
3.70	$ 3.60	-$0.1000	-$0.02703	0.1320	-$0.00357	-0.357%	fuel adj
						2.443%	total TPD increase

Requested Adjustment from TPD 3.60% due to disposal fee increase (see attached)

Rate increase after the adjustment 6.043% new rates listed on "Summary of Adjustment "sheet below

Formula Details:

base rate minus yr avg= differance/ differance divided by base rate= .02703/.02703 times qualifier = fuel adjustment

3.70 based on contract "base rate"

Qualifier based on contract 0.1320

Fuel rates as published on : https://www.eia.gov/dnav/pet/hist/LeafHandler.ashx?n=PET&s=EMD_EPD2D_PTE_R30_DPG&f=M

CPI-U published as shown on "cpi-u" sheet below

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Data 1: Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)

Sourcekey	EMD_EPD2DXL0_PTE_R30_DPG
Date	Gulf Coast No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon)
Jan-2023	4.277
Feb-2023	4.132
Mar-2023	3.959
Apr-2023	3.867
May-2023	3.619
Jun-2023	3.5
Jul-2023	3.59
Aug-2023	4.08
Sep-2023	4.254
Oct-2023	4.167
Nov-2023	3.898
Dec-2023	3.639
Jan-2024	3.583
Feb-2024	3.795
Mar-2024	3.724
Apr-2024	3.701
May-2024	3.536
Jun-2024	3.453
Jul-2024	3.525
Aug-2024	3.37
Sep-2024	3.206
Oct-2024	3.258
Nov-2024	3.178
Dec-2024	3.179
Jan-2025	3.356
Feb-2025	3.398
Mar-2025	3.284
Apr-2025	3.246
May-2025	3.164
Jun-2025	3.245
Jul-2025	3.429
Aug-2025	3.377
Sep-2025	3.395
Oct-2025	3.317
Nov-2025	3.44
Dec-2025	3.281
Jan-2026	3.226
Feb-2026	3.414
Mar-2026	4.66
Apr-2026	5.202

Consumer Price Index for All Urban Consumers (CPI-U)
12-Month Percent Change

Series Id: CUURS37BSA0
Not Seasonally Adjusted
Series Title: all urban consumers, not seasonally adjusted
Area: Houston-The Woodlands-Sugar Land, TX
Item: All items
Base Period: 1982-84=100
Years: 2016 to 2026

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2016		2	1.4	1.6	0.9	1.7	2.3	1.6	1.6	1.6					
2017	2.1	2	1.6	2.2	2.3	1.7	2	2	1.9						
2018	2.6	2.4	3	2.3	2.2	2.3	2.4	2.4	2.4						
2019	0.9	1.8	0.8	1.4	0.9	1	1.3	1.5	1						
2020	1.5	-1.3	-0.2	-0.2	-0.1	0.7	0.2	0.2	0.1						
2021	1	4.5	4.6	5.3	6.1	6.6	4.3	2.9	5.6						
2022	7.8	8.5	10.2	9.5	7.6	5.3	8.2	8.6	7.9						
2023	5.2	4	1.7	2.7	3	4.5	3.5	3.8	3.1						
2024	3.5	2.9	2.1	1.7	2.1	1	2.5	3.1	1.8						
2025	1	1.2	1.8	1.1		1.6	1.3	1.3	1.4						
2026	1.3	2.8													

City of Alvin - CPI Adjustment Summary - 2026

Adjustment 6.04%

Description of Service	2025 Current Rate	Adjusted Rate
Residential Garbage/Recycle	$ 14.90	$ 15.80
Residential Heavy Trash/Brush	$ 1.72	$ 1.82
Light Commercial 1x/week	$ 38.39	$ 40.71
Light Commercial 2x/week	$ 51.63	$ 54.75
Extra Cart	$ 5.83	$ 6.18
Limb & Brush (per cubic yard)	$ 13.24	$ 14.04

Dumpster Size & Frequency	2025 Current Rate	Adjusted Rate
2yd 1x	$ 79.43	$ 84.23
2yd 2x	$ 116.50	$ 123.54
2yd 3x	$ 137.68	$ 146.00
2yd 4x	$ 172.10	$ 182.50
2yd 5x	$ 207.83	$ 220.39
2yd 6x	$ 244.90	$ 259.70
3yd 1x	$ 96.64	$ 102.48
3yd 2x	$ 148.27	$ 157.23
3yd 3x	$ 203.86	$ 216.18
3yd 4x	$ 260.78	$ 276.54
3yd 5x	$ 319.03	$ 338.31
3yd 6x	$ 377.28	$ 400.08
4yd 1x	$ 111.20	$ 117.92
4yd 2x	$ 172.10	$ 182.50
4yd 3x	$ 234.31	$ 248.47
4yd 4x	$ 296.53	$ 314.45
4yd 5x	$ 358.75	$ 380.43
4yd 6x	$ 456.71	$ 484.31
6yd 1x	$ 139.00	$ 147.40
6yd 2x	$ 231.66	$ 245.66
6yd 3x	$ 297.85	$ 315.85
6yd 4x	$ 397.14	$ 421.14
6yd 5x	$ 496.41	$ 526.41
6yd 6x	$ 595.70	$ 631.70
8yd 1x	$ 166.79	$ 176.87
8yd 2x	$ 293.88	$ 311.64
8yd 3x	$ 402.43	$ 426.75
8yd 4x	$ 542.75	$ 575.55
8yd 5x	$ 675.13	$ 715.93
8yd 6x	$ 820.74	$ 870.34
6yd Compactor 4x	$ 1,125.21	$ 1,193.21
6yd Compactor 5x	$ 1,356.88	$ 1,438.88
6yd Compactor 6x	$ 1,654.73	$ 1,754.73
3yd Recycle 1x	$ 90.02	$ 95.46
3yd Recycle 2x	$ 141.65	$ 150.21
3yd Recycle 3x	$ 197.24	$ 209.16
3yd Recycle 4x	$ 252.84	$ 268.12
8yd Recycle 1x	$ 153.55	$ 162.83
8yd Recycle 2x	$ 280.64	$ 297.60
8yd Recycle 3x	$ 389.19	$ 412.71
8yd Recycle 4x	$ 497.74	$ 527.82
8yd Recycle 6x	$ 658.85	$ 698.66
Dumpster Lock	$ 6.70	$ 7.10
Extra Pickup - Loose	$ 66.19	$ 70.19
Extra Pickup - Compacted	$ 198.56	$ 210.56

	Current (2025)				Adjusted			
Roll Off Size	Haul	Delivery	Rental	Disposal	Haul	Delivery	Rental	Disposal
20-yd	$ 264.76	$ 132.38	$ 3.97	$ 37.07	$ 280.76	$ 140.38	$ 4.21	$ 39.31
30-yd	$ 264.76	$ 132.38	$ 3.97	$ 37.07	$ 280.76	$ 140.38	$ 4.21	$ 39.31
40-yd	$ 264.76	$ 132.38	$ 3.97	$ 37.07	$ 280.76	$ 140.38	$ 4.21	$ 39.31
28-yd Compactor	$ 330.95	$ 165.48	$ 6.62	$ 37.07	$ 350.95	$ 175.48	$ 7.02	$ 39.31
30-yd Compactor	$ 330.95	$ 165.48	$ 6.62	$ 37.07	$ 350.95	$ 175.48	$ 7.02	$ 39.31
35-yd Compactor	$ 330.95	$ 165.48	$ 6.62	$ 37.07	$ 350.95	$ 175.48	$ 7.02	$ 39.31
40-yd Compactor	$ 330.95	$ 165.48	$ 6.62	$ 37.07	$ 350.95	$ 175.48	$ 7.02	$ 39.31
42-yd Compactor	$ 330.95	$ 165.48	$ 6.62	$ 37.07	$ 350.95	$ 175.48	$ 7.02	$ 39.31

TEXAS PRIDE
DISPOSAL

June 9, 2026

City of Alvin
C/O Amy Sanchez, Utility Billing Manager
Via Email
Asanchez@cityhall.cityofalvin.com

RE: Annual Price Adjustment Notification

To Our Valued Customer,

We would like to thank you for your continued business and partnership. As our mission states, we strive to provide exceptional waste services with pride and integrity while keeping our communities clean and exceeding customer expectations. We hope our services have been exceptional, we are proud to partner with the City and supporting your continued growth, and we look forward to building on our mutual relationship.

As part of our agreement, our pricing is subject to an annual adjustment based off three components:

- Consumer Price Index: 100% of the increase of the May 1 – April 30 published Consumer Price Index-All Urban Consumers, Local CPI: CPI-U: Selected Items, All Items Index, Houston-Galveston-Brazoria, TX, published by the United States Department of Labor, Bureau of Labor Statistics.
    - 2.8%
- Fuel Adjustment: Taking the difference between the average price of fuel over the previous twelve months as published by the EIA ($3.60) and the contract base rate of $3.70, then dividing the difference by the base rate, multiplied by the .1320 qualifier.
    - -0.357%
- Respectfully we are petitioning the City for an increase of 3.6%
  Per section 11, No, 4. We would appreciate your consideration as this request is being presented due to our increase in disposal costs.

- Total adjustment: 6.043%

We thank the City for their continued support and partnership. The summary of the adjustment request is included with the attached supporting workbook.

Again, we appreciate your business. If you have any questions or concerns, please feel free to reach out to us at your convenience.

Thank you for the partnership,

Stephanie Bolanos
Contract Administrator
Texas Pride Disposal
Stephanie@texaspridedisposal.com
281.342.8178

REPUBLIC SERVICES

Sustainability in Action

May 27, 2026

Via Email: rlewis@texaspridedisposal.com

Texas Pride Disposal
Ray Lewis
4203 Montrose Blvd, #500
Houston, TX 77006

Dear Ray,

It has always been our goal to provide the highest quality, environmentally responsible service in a cost-effective manner.

We, like many other businesses, have experienced increases in direct and indirect costs associated with our business, including, without limitation, increases in the cost of fuel, labor, insurance, maintenance, transportation, and equipment. Unfortunately, because of these increased costs, we find it necessary to adjust our service rates to recover these costs.

Accordingly, effective April 1st, 2026, we will be increasing the disposal rate for Texas Pride Disposal's Residential MSW account by 6% at Galveston, McCarty, and Blue Ridge Landfills.

We recognize the value of your business and look forward to servicing your account for years to come.

Sincerely,

Doug Rosendahl
General Manager
Houston Post Collection South

CITY OF ALVIN
SOLID WASTE AND RECYCLING AGREEMENT

This Agreement is made and entered into as of April 2, 2020, by and between the City of Alvin, Texas, a municipal corporation located in Brazoria County, Texas (hereinafter the "City"), and Texas Pride Disposal (herein after "Contractor"), with an effective date of October 1, 2020.

Section 1
Definitions of Terms

Whenever in this Agreement the following terms are used, they shall be defined as follows:

Approved Disposal Site. The term "approved disposal site" shall mean a refuse depository, including, but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers, licensed, permitted, or approved to receive applicable residential and/or commercial refuse for processing or final disposed by the Texas Commission on Environmental Quality, and all other agencies having jurisdiction thereof and requiring such licenses, permits, and approvals

Brush. The term "brush" shall mean the cuttings or trimmings from trees, shrubs, lawns, weeds, flowers, or other vegetation.

Bulky Trash. The term "bulky trash" means items of heavy trash, which can be picked up by two (2) persons and placed into a residential garbage truck without damaging or interfering with the function of the garbage truck.

Bundled Brush. The term "bundled brush" shall mean brush that is securely fastened together in bundles not measuring in excess of forty-eight (48) inches in length or fifty (50) pounds in weight.

Cart. The term "cart" shall mean a ninety (90) to ninety-five (95) gallon plastic container used for residential trash collection and light commercial trash collection.

City. The term "city" means the City of Alvin, Texas, and includes its successors and assigns.

City's Designated Contractor. The term "city's designated contractor" means the entity with whom the City has a contractual obligation to perform services for solid waste collection and disposal as described in this Agreement on behalf of the City.

Commercial Heavy Trash. "Commercial Heavy Trash" shall mean trash that is collected form commercial properties that fits in thirty (30) yard open top containers and be items of trash the size and type of which may be collected in an open truck by means of a grapple or the standard residential garbage truck. Examples of "commercial heavy trash" include, but are not limited to, limbs, brush, furniture, washers, dryers, refrigerators, or similar debris. These examples, however, shall not be considered an exhaustive list of items that may constitute heavy trash for purposes of this Agreement. Household appliances using Freon shall not be required to be collected unless such Freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect. Arrangement for pickup between the Contractor and individual customer shall be negotiated between the individual parties.

Commercial Refuse. The term "commercial refuse" shall mean all refuse, garbage, solid waste, and other waste generated by, at, or within a commercial until, but not including construction debris or hazardous waste.

Commercial Unit. "Commercial Unit" shall mean all premises, locations, or entities, public or private, located within the corporate limits of City, and not a Residential Unit as decided herein.

Construction Debris. The term "construction debris" means lumber, shingles, concrete, and other materials generated by or resulting from construction and/or remodeling.

Customer. The term "customer" means a person or business that receives service for residential, commercial, or industrial solid waste services.

Dumpster. The term "dumpster" means a metal container at least two (2) cubic yards in size, with an attached lid and designed for use with a front-end, rear-end or side-loading packer truck.

Excluded Waste. The term "excluded waste" shall mean Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability.

Garbage. The term "garbage" shall mean municipal solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and/or consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.

Generator. The term "generator" shall mean any person located or residing within the City that produces solid waste or owns or occupies property upon which solid waste is produced.

Hazardous Waste. The term "hazardous waste" means any chemical compound, mixture, substance or article that is classified as hazardous by the United States Environmental Protection Agency or Texas Natural Resource Conservation Commission or their successor agencies.

Recyclable Materials. Recyclable materials includes:

a. Newspapers, magazines and catalogs, and other paper items such as mail, paper bags or other paper;
b. Cardboard and paperboard boxes;
c. Glass bottles and jars (excluding mirrors, windows, ceramics and other glass products);
d. Metal cans composed of tin, steel or aluminum (excluding scrap metal); and
e. Plastic containers, including all varieties of the types designated as #1, #2, #3, #4, #5 and #7.

Recyclable Products. The term "recyclable products" includes, but is not limited to, old newspapers, cardboard, glass bottles and jars, aluminum cans, and plastic bottles.

Recycling Cart. This term shall mean a cart provided by the Contractor to the Customer for the collection of recyclable materials.

Refuse. Shall mean non-putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves and other similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture, and like materials which will not burn at ordinary incinerator temperatures (1,600 to 1,800 degrees Fahrenheit), but not including Construction Debris.

Refuse Cart. This term shall mean a cart provided by the Contractor to the Customer for the collection of residential refuse. This term shall also include "recycling bin."

Residential Heavy Trash. The term "residential heavy trash" shall mean trash that is collected once a month from residential areas that is up to (6) cubic yards in size and is considered "heavy trash" as defined herein. If the regularly scheduled pick up day is a City holiday, collection will shift to the previous or next business day.

Residential Refuse. Shall mean all garbage, refuse, solid waste, and other waste generated by, at, or within a residential unit, but not including hazardous waste.

Residential Unit. Shall mean a single-family dwelling, or multi-family dwelling having four (4) dwelling units or less, within the corporate limits of City, occupied by a person or group of persons, including, but not limited to, mobile homes, single-family dwellings, duplexes, duplex dwellings, and quad-plex dwellings. Mobile home parks utilizing community dumpsters shall be considered as Commercial Units for the purposes of this Agreement.

Roll-off Container. The term "roll-off container" means a large metal container with an open or closed top that can be rolled onto the back of a truck. Sizes of roll-off containers are generally twenty (20), thirty (30), or forty (40) cubic yards. Permanent roll off containers are for continuous use and temporary roll off containers are for temporary use of debris management.

Solid Waste Services. The term "solid waste services" is as that term is defined in Section 363.004 of the Texas Health and Safety Code.

Street. The term "street" shall mean the surface of any public street, road, highway, alley, bridge, sidewalk, or other public place or way now or hereafter held by the City for the purpose of public travel, and shall include other easements or rights-of-way now held, or hereafter held by the City which, within their proper use and meaning, entitle City and Contractor to the use thereof for the purpose of collecting and transporting garbage and trash for ultimate disposal.

Trash. The term "trash" shall mean no putrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible trash (rubbish) includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves and similar materials; noncombustible trash (rubbish) includes glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures one thousand six hundred (1,600) degrees to one thousand eight hundred (1,800) degrees Fahrenheit).

Section 2
Scope of Services

The Contractor shall provide Solid Waste Services (as defined above) which includes the collecting, processing, and/or disposing, at its own cost and expense, all Solid Waste (including Garbage, Refuse, Rubbish and Heavy Trash), and Recyclable Materials collected from every Residential, Light

Commercial, Commercial, and Industrial Units within the corporate limits of the City, as the present and future boundaries exist.

1. Commercial. Contractor shall collect from each Commercial Unit within the City and dispose of commercial refuse and garbage in accordance with this paragraph. Contractor's collection of commercial refuse and garbage from commercial units, with regard to size and number of dumpsters and frequency of collection, shall occur according to the directive of the commercial customer. Contractor shall provide all dumpsters for use by all commercial units, which dumpsters shall allow commercial refuse and garbage to be contained, tied, or enclosed to prevent leaking, spilling, or blowing. A minimum sized dumpster of two (2) cubic yards shall be provided to each Commercial Unit. Contractor shall continue service to any commercial customer except upon notice from the City to cease operations.

2. Light Commercial. Contractor shall, once or twice each week, collect from each light commercial customer within the City and dispose of commercial refuse and garbage. Contractor shall provide ninety-five (95) gallon carts for such services. Light Commercial customers can choose one (1) or two (2) cart service.

3. Residential Refuse and Recyclable Materials. Contractor will collect Residential Refuse and Recyclable Materials from Residential Units ONCE per week; provided, that (a) such Residential Refuse is placed in a Refuse Cart or plastic garbage bag not exceeding fifty (50) pounds in weight, (b) Recyclable Materials are placed in a Recycling Cart, and (c) such Carts and/or bags are placed within five (5) feet of the curbside or right of way adjacent to the Residential Unit no later than 7:00 a.m. on the scheduled collection day.

4. Excess Residential Refuse and Recyclable Materials. Contractor shall only be responsible for collecting, hauling and recycling or disposing of Residential Refuse and Recyclable Materials placed inside the Carts and/or bags. However, such excess or misplaced Residential Refuse and Recyclable Materials may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Contractor in its sole discretion. Additional carts will be available for an additional $5.00 (five dollars) monthly.

5. Bulky Trash and Bundles. Contractor will collect Bulky Trash and Bundled Brush from Residential Units once per week, as designated by the Contractor; provided, that the Bulky Trash or Bundled Brush (a) is placed at the curbside no later than 7:00 a.m. on the scheduled collection day, (b) is reasonably contained, and (c) does not exceed eight (8) cubic yards in total volume. Two (2) bulky items can be placed out for pick up each service day. Contractor will not collect Bulky Trash containing refrigerants unless such Bulky Trash has been certified in writing by a professional technician to have had "all such refrigerants removed."

6. Residential Heavy Trash. Contractor shall additionally furnish residential heavy trash pickup service up to eight (8) cubic yards in size on at least one (1) collection date(s) per month. Heavy trash shall include limbs and brush. Household appliances shall mean television sets, furniture, refrigerators, washing machines, dryers, stoves, and other like items. Household appliances using Freon shall not be required to be collected unless such Freon has been removed by a certified technician evidenced by a certificate attached to the appliance to such effect.

7. Additional Collections. In addition to the collections described above, Contractor shall, as requested by the City, collect and dispose of Refuse and Garbage from City Hall, the Police Station, the Fire Stations, the Public Services Facility, the Library, the EMS Building, the Parks Building, the Senior Center, the Scout House, the VFW Hall, and each park in City's park

system. Refuse and Garbage at such sites shall be placed in bins or dumpsters, which bins and dumpsters shall be provided and maintained by Contractor. This service shall be provided at no cost to City.

8. Other Collections. Contractor will provide sixty (60) roll-off containers and hauls, as designated by City for demolition, special events, and other cleanup projects. The debris collected will be of a non-hazardous nature. This service shall be provided at no cost to City, excluding disposal fees.

Section 3
Vehicles and Equipment

1. Contractor shall provide and maintain a fleet of solid waste collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this contract during peak and non-peak seasons. Contractor shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking, or blowing. Contractor shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from equipment in compliance with all laws and manufacturers' specifications. Contractor's name and telephone number shall be clearly marked on both sides of each vehicle or equipment. Contractor shall provide the City with a list of vehicles and equipment that have been or shall be used to service this Agreement and shall notify the City of any deletions and additions as they occur. Contractor shall provide the year of manufacture on all vehicles and equipment. Contractor shall furnish a sufficient number of packer and roll-off container type trucks, with sufficient operators and workmen for each, to collect and dispose of all refuse in the City from residential units and commercial units. All equipment must be in good working order, and equipment may be inspected and approved by City before the execution of this Agreement.

2. All Dumpsters and Roll-off Containers shall be maintained by Contractor in good condition. Dumpsters will be changed, as needed, to maintain all health and safety concerns, free of charge. All other container movement will be as agreed by the Contractor and Customer. All Roll Off loads must meet the Texas Department of Transportation weight requirements.

3. Cart Delivery. Contractor shall deliver one (1) Refuse Cart and (1) Recycling Cart to each Residential Unit located within the City, and remove all old carts belonging to the previous Contractor. Thereafter, the Contractor shall provide any new Residential Unit with one (1) Refuse Cart and (1) Recycling Cart so that Contractor may service such Residential Unit.

4. Other Equipment. All other equipment utilized by Contractor, including dumpsters and roll-off containers, shall be freshly painted and kept in good repair and appearance, and in a sanitary condition at all times. Dumpsters shall be changed as needed to maintain public health and safety, at no charge to the Customer. All other container movement shall be as agreed by the Contractor and Customer.

Section 4
Collection Schedule and Frequency

1. Residential Collections. Contractor shall schedule all residential collections by zone on either a Monday, Tuesday, Thursday, or a Friday service day. No residential collection shall be made on Sundays unless Contractor is directed to do so by the City. Residential Services shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled collection day(s). Contractor shall pick up Heavy Trash on the Wednesday of the specified residential collection zone.

2. Light Commercial Collections. Contractor shall discuss with each light commercial unit its collection days and frequency. No commercial collection will be made before 7:00 a.m. if such collection is in or adjacent to a residential neighborhood.

3. Commercial and Industrial Collections. Contractor shall schedule commercial and industrial collection at least once a week for Solid Waste (excluding Heavy Trash) to be contained within a dumpster.

4. Curbside Recycling Collections. Contractor shall pick up Recyclable Materials at least one (1) time a week from all Residential Customers.

Section 5
Collection Days and Routing

1. Collection shall occur in a routine manner following established routes.

2. Contractor shall submit route maps to the City thirty (30) days prior to implementation of service. Maps will detail each collection route and show the starting point, general direction of travel and the ending points for Residential Collections. Contractor shall create routes based on customer needs for Light Commercial, Commercial, and Industrial Collections. Should a routing schedule change be approved, Contractor shall notify Customers in the affected area of the change in schedule or routing and the anticipated effect on the collection time. Notification shall be by door hangers and letters mailed to the affected Customers.

3. Contractor shall collect all items placed at the curb that are included in the Residential Waste Services on the first pass by of the Customer, except for Heavy Trash, which may be picked up on the first or second pass. Contractor may, in its sole discretion, reject any Excluded Waste provided by the Customer.

Section 6
Holiday Schedule

1. Contractor must observe New Year's Day, Thanksgiving Day, and Christmas Day. Contractor may request additional holidays to be observed each calendar year prior to October 1st of the current calendar year for approval by the City. The City will provide 60-day advanced notice to Contractor if the City requires collection on a holiday or desires to modify the holiday schedule.

2. Contractor shall provide each Customer affected by a holiday at least one collection day during the Holiday week for garbage and recycling.

Section 7
Customer Service Office

1. Contractor shall provide and staff an office facility to receive customer calls.

2. Contractor shall maintain a dedicated local telephone line or dedicated toll-free line to receive customer complaints or comments between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, and between 8:00 a.m. 12:00 p.m. on Saturdays.

3. Contractor shall also maintain a dedicated internet email address to receive complaints or comments from customers.

Section 8
Performance Standards

Contractor and Contractor's employees shall adhere to the following performance standards:

1. Garbage/refuse containers shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic, driveways, or damaging landscaping.

2. Dumpsters, Roll-offs and Compactors shall be replaced upright within eighteen inches (18") of the Customer's placement (request), without obstructing traffic or damaging landscape but allowing for accessible pick-up by Contractor.

3. Contractor shall not leave loose material, which during collection may fall in the streets or property of Customers and will collect any loose material that is generated during the collection operations.

4. Contractor shall maintain a consistent route schedule and comply with provisions related to hours of service.

5. Collection schedules shall be consistently performed as to morning or afternoon collection times.

6. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies.

7. Contractor will not use vehicles that leak oil, hydraulic fluid, or other substances, or present an unhygienic or unsafe appearance.

8. Contractor shall propose and implement measures to prevent spillage with the mode of collection (automated/semi-automated) used by the Contractor and Contractor shall pick up any spillage caused by Contractor or its employees; and

9. Collection areas shall be free of litter and debris larger than three inches (3") within ten-foot radius of the garbage/refuse containers.

Section 9
Collections

It is hereby agreed, understood, and contracted that Contractor shall perform the following acts:

1. Residential Units. Contractor shall collect and dispose of Solid Waste (excluding Heavy Trash) placed in garbage and refuse containers from each Residential Unit not exceeding ninety-five (95) gallon in size at least once a week. Contractor shall collect and dispose of waste from each Residential Unit placed in bags of adequate strength, and that branches, brush and similar woody material are bundled and tied in lengths not exceeding five (5) feet, or having diameters not exceeding eighteen (18) inches, or overall weight exceeding fifty (50) pounds at least once a week, except for emergencies resulting from force majeure events or Acts of God, or when notified by the City to not pick up due to delinquent payment. Contractor shall collect and dispose of Heavy Trash (including Household Appliances) from each Residential Unit at least once a week. Household appliances shall mean furniture, washing machines, dryers, stoves, and the like (excluding refrigerators, freezers, televisions, and computers).

2. Light Commercial Units. Contractor shall collect and dispose of Solid Waste (excluding Heavy Trash) at least once a week. The total amount of Solid Waste (excluding Heavy Trash), from any Light Commercial Unit may not exceed ninety-five (95) gallon containers per week.

3. Commercial and Industrial Units. Contractor shall collect and dispose of Solid Waste from each Commercial and Industrial Unit within the City. Contractor's collection frequency shall occur according to directive of the Customer. Contractor shall provide all containers for use by all Commercial and Industrial Units, which containers shall allow to be Solid Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented. Commercial and Industrial Units upon or within which food is prepared, processed or served shall be provided collection services not less than twice weekly, except with the written permission from the City Manager or designee. Contractor shall not place dumpsters on City right-of-way without the written permission from the City Manager or designee.

4. City Facilities. Contractor shall collect and dispose of Solid Waste at all City Facilities as requested by the City. Solid Waste at each site shall be placed in bins or dumpsters provided by the Contractor. A current list of city facilities to be serviced is attached hereto as Exhibit A. This list may be amended over time, and these services shall be at no cost to the City. In addition, Contractor shall provide up to sixty (60) Roll-off containers with a capacity of forty (40) cubic yards to the City upon request during each calendar year.

5. Curbside Recycling Services. Contractor shall pick up all Recyclable Materials from every Light Commercial Unit (if Customer opted) and Residential Unit, once each week. Contractor shall provide a single ninety-five (95) gallon plastic cart for each Customer in the collection of Program Recyclable Materials. The Recycling Cart shall remain the property of Contractor. Contractor shall replace a Recycling Cart at no charge to the Customer if the Recycling Cart has been damaged through no fault of the Customer. If a Customer loses their Recycling Cart, the Customer can purchase a replacement cart at a price agreed upon between the City and Contractor.

6. Special Collections and Services. Upon written request and/or reasonable verbal notice from City, Contractor shall collect and dispose of Solid Waste, Recycling Materials, and Hazardous Waste, and perform similar services resulting from Special Events. Such events shall be civic oriented and will be held at Alvin Community College at various times of the year. Services for events may include roll-offs, dumpsters, and trash boxes. This service shall be of no cost to the City.

7. Non-Profit Civic Group Cleanup Efforts. Contractor shall make every reasonable effort to work with interested, responsible organizations to further the goals of keeping Alvin beautiful. Contractor shall work with non-profit, civic groups to organize citywide cleanups.

8. Special Considerations. Contractor shall allow for special considerations for the elderly, handicapped, and other persons with physical disabilities.

Section 10
Customer Rates

1. Subject to adjustments described in Section 11, Contractor shall perform Scope of Services identified in this Agreement in accordance with the rate schedule, attached hereto, and incorporated as Exhibit B. The rate schedule shall be updated annually based on the CPI

Adjustment and the Fuel Adjustment. An updated Exhibit B shall be incorporated into the Agreement at the start of every calendar year. For all residential customers, light commercial, and commercial customers, the City shall bill directly, collect all fees, and compensate Contractor according the rate schedule in Exhibit B.

2. Contractor shall be compensated in accordance with the schedule of rates set forth in Exhibit C. City shall make all payments to Contractor for collections at residential and commercial units by ACH or by credit card. Except as expressly set forth herein, payments to Contractor shall be in full consideration of (1) doing all of the work contemplated, (2) all loss or damages arising out of the nature of the work aforesaid or from the acts of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, (3) all risks of every description connected with the work, (4) all expenses incurred by or in consequence of the suspension or discontinuance of work, and (5) well and faithfully completing the work and the whole thereof in the manner and according to the terms of this Agreement.

Section 11
Annual Customer Rate Adjustment

1. CPI Adjustment. On each anniversary date of this Agreement, the Contractor shall have the right to increase or decrease the rates set forth in Section 11 hereto in accordance with the CPI-U. The City shall not unreasonably withhold, condition, or delay approval for any such requested rate adjustment. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the Houston, The Woodlands, and Sugar Land, Texas area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month of May in the prior year, to April of the current year, due to budget accommodations and changes for the City. The amount of the increase or decrease under this Section 12(b) shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period.

2. Fuel Adjustment. Beginning on October 1, 2021, and on each October 1st thereafter, the Service Provider shall adjust all the rates herein if, during the previous Cost Adjustment Year, the average price of diesel fuel exceeded $3.70 per gallon (the "Base Price"). Each adjustment shall become effective on October 1 and remain effective throughout such Cost Adjustment Year. The average price of diesel fuel will be determined by reference to the U.S. Energy Administration/ Department of Energy published price for diesel fuel – Gulf Coast Region. The following website (or any successor website) will be the source for such information: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r30_a.htm.

   The average price of diesel fuel for each Cost Adjustment Year (each, an "Annual Average Price") shall be the average of the weekly fuel prices published for each week during the Cost Adjustment Year.

   The fuel cost adjustment for any Cost Adjustment Year (each, a "Fuel Cost Adjustment") shall be the product of (i) 13.20%, and (ii) a fraction the numerator of which is equal to the difference between the Base Price and the Annual Average Price and the denominator of which is the Base Price. In the event the Annual Average Price is greater than the Base Price, the Fuel Cost Adjustment shall be an upward adjustment to all rates herein. In the event the Annual Average Price is less than the Base Price, the Fuel Cost Adjustment shall be a downward adjustment to all

rates herein; provided the rates never fall below the current fuel rates per the U.S. Energy Information Administration website.

3. Operating Cost Adjustment. In addition to the rate adjustments provided for in Section 11, at any time during the term of this Agreement, the Contractor or City may petition the other party for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in the Contractor's cost of operations, including, without limitation, increases or decreases in fuel costs; provided however, that any decreases cannot exceed the amount of all previous increases. At the time of any such petition, the party requesting such adjustment shall provide the other party with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment, and the City or Contractor shall not unreasonably withhold, condition or delay approval for any such requested rate adjustment.

4. Landfill Cost Adjustment. The parties acknowledge that the waste collected and disposed of pursuant to this Agreement will be disposed of by the Contractor at a Landfill(s) chosen by the Contractor in its sole discretion (the "Initial Landfill(s)"). In the event that the Contractor is unable to use the Initial Landfill(s) or any subsequent Landfill(s) due to reasons out of its control, the Contractor:

   a. Shall have the right to dispose of the waste covered by this Agreement at another Landfill mutually acceptable to the Contractor and the City; and

   b. Shall have the right, upon giving prior notice to the City, to increase the initial rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Contractor at such other Landfill(s) exceed those previously charged to the Contractor at the Initial Landfill(s) or any subsequent Landfill(s), and the amount, if any, that the transportation costs incurred by the Contractor in connection with transporting the waste to such other Landfill(s) exceed those that would have been incurred by the Contractor if such waste was transported to the initial Landfill(s) or any subsequent Landfill(s).

5. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees.

Section 12
Franchise Fees and Remuneration

1. Residential Units. The City shall bill Residential Units directly. The City shall pay Contractor on a monthly basis, and payment shall be received by the Contractor within thirty (30) days of the month following the month service was rendered. The parties agree that the remittance shall be based on the number of Residential Units billed by the City for the month of service that was rendered. The City shall use the billing reports ending on the last day of the preceding month in order to determine the total number of Residential Units.

2. Light Commercial, Commercial, and Industrial Units. The City shall bill Commercial Units directly and shall pay Contractor on a monthly basis, and such remittance shall be received by the Contractor by the 20th of the month following the month service was rendered. The parties agree

that the remittance shall be based on the number of Commercial Units billed by the City for the month of service that was rendered. The City shall use the billing reports ending on the last day of the preceding month in order to determine the total number of Residential Units.

3. Roll-Offs. Contractor will handle all aspects of customer service and customer charges of roll-off and compactor containers for customers within the City, and the Contractor will submit ten (10%) percent of total charges as a monthly franchise fee to the City. Roll-off services shall be billed by a flat haul rate plus the applicable tonnage weight multiplied by an amount per ton, with a 3-ton minimum (i.e. haul plus disposal). The City will be paid a monthly franchise fee based on the monthly gross roll-off billings. The payment will be made by a separate check, ACH or other payment method mutually agreed to payable to the City.

4. Marketing Materials. Contractor agrees to donate $7,200 to the City annually, to be paid within thirty (30) days of each October 1, for the term of this Agreement. The City will use the donated funds for the purpose of notifying citizens of services, special projects, contact information, and other additional information as may be warranted.

5. City Fireworks Display. Contractor agrees to donate $15,000 to the City on each June 1, to assist the City with the City's annual fireworks display.

6. Scholarships. Contractor agrees to partner with the City to donate $2,000 to Alvin Independent School District students on each January 1, to fund two (2) students with college academic scholarships. Contractor will submit payment directly to the selected students.

7. Keep Alvin Beautiful. Contractor shall donate $6,000 to the City on each June 1, to the Keep Alvin Beautiful Fund. This donation shall be paid directly to Keep Alvin Beautiful.

8. Bi-Annual Clean-Up and Hazardous Waste Event. Contractor is requested to provide roll-off containers at least two (2) times a year for a community wide cleanup event. In addition, the City may conduct a Household Hazardous Waste Collection Event, and Contractor will collect hazardous waste including municipal solid waste consisting of putrescible animal and vegetable waste materials, waste materials from markets, storage facilities, and paper shredding, tire collection, electronics, etc. Contractor shall provide these services shall be provided at no cost to City.

Section 13
Safety and Other Regulations

1. Safety. Contractor shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with Occupational Safety and Health Administration (OSHA) and other laws, as they apply to its employees. Contractor shall be responsible for instructing its employees concerning safe working habits and shall be responsible for compliance with all OSHA regulations.

2. Nondiscrimination. Contractor agrees to comply with all applicable federal and state laws and regulations, and City ordinances, prohibiting the discrimination against any person because of race, color, national origin, age, disability, veteran status, sex, marital status, political or religious opinions or affiliations, or membership or non-membership in employee organizations.

3. Alcohol and Drug Free Policy. The employees of contractor must be drug and alcohol-free during performance of the collection service. Any violation of this policy will be grounds for immediate termination of this Agreement.

4. Representations. Contractor represents and warrants that it has dedicated and made available, and at all times during the term of this Agreement shall keep available sufficient equipment and personnel to service adequately the refuse and garbage collection requirements of this Agreement. Contractor hereby represents and warrants that it has all requisite corporate power and authority to execute and deliver services pursuant to this Agreement, to consummate the transactions contemplated hereby, and to perform all the terms and conditions hereof to be performed by it. The execution and delivery of this Agreement by Contractor, the consummation of the transactions contemplated hereby, and the performance by Contractor of all the terms and conditions hereof to be performed by it, have been duly authorized and approved by all requisite corporate action on the part of Contractor.

   The City represents that it has entered into this Agreement pursuant to an appropriate Resolution adopted by its governing body at a public meeting called for such purpose in compliance with the Texas Open Meetings Act and that the officers executing this Agreement are duly authorized to act on behalf of City.

5. Non-appropriation. City shall be obligated to pay its obligations hereunder from funds budgeted and appropriated for that purpose. Should City fail to appropriate funds to pay its obligations hereunder for any budget year during the term of this Agreement, other than City's current budget year, this Agreement shall be deemed terminated at the end of the budget year preceding the budget year for which such appropriation is not made. City agrees to deliver notice to Contractor of such termination at least sixty (60) days prior to the end of the budget year preceding the budget year for which such appropriation is not made. Termination of this Agreement by City in accordance with this Section shall not constitute an act of default by City, and upon such termination City shall have no further obligations hereunder.

Section 14
Insurance

Contractor shall comply with every condition contained herein. Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of this Agreement with the City. Policy must be with an insurance company or companies with an A -rated, best -rated or better, licensed to write such insurance in the State of Texas.

1. Commercial General Liability Insurance. At a minimum, combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent successful proposers, and contractual liability each at $500,000 per occurrence. Coverage must be written on an occurrence form.

2. Automobile Liability Insurance. Shall be no less than $1,000,000 combined single limit each accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3. Endorsement. Policies shall be endorsed to provide the City a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Alvin as an additional insured on General Liability and Auto policies.

4. Waiver. Waiver of Subrogation, in favor of the City, with respect to General Liability, Auto and Workers' Compensation (or equivalent).

5. Workers' Compensation Insurance. Workers' Compensation Insurance (or equivalent) at statutory limits, including employer's liability coverage at minimum limits. In addition to these, Contractor must meet each stipulation required by the Texas Workers Compensation Commission.

6. Notice of Cancellation or Reduction. Said policies of liability insurance shall contain the provisions that written notice of expiration, cancellation, or reduction in coverage of the policy shall be delivered to the City Secretary and to the Contractor at least thirty (30) days in advance of the effective date thereof.

7. Approval of Insurance Provider; Filings with the City. Contractor shall provide all insurance policies provided by insurance companies reasonably acceptable to the City. Approval of an insurance provider shall nor be unreasonably withheld, conditioned or delayed. In lieu of filing insurance policies as otherwise required in this section, Contractor may file certificates of insurance evidencing such compliance, provided the appropriate endorsements are contained thereon, including the notice of cancellation or reduction requirements in the sections above.

8. Term. Such insurance policies shall be kept in full force and effect by Contractor for the entire term of this Agreement.

Section 15
Bid/Performance Bond

Contractor shall maintain in full force and effect during the term of this Agreement a Performance Bond in the amount of $250,000. Contractor shall be responsible for any premium payment required for the Performance Bond and maintaining such Bond throughout the term of this Agreement. A certificate showing that the Performance Bond premiums are paid in full shall accompany the original Performance Bond to be filed with the City, and such certificate shall be submitted to the City on an annual basis. The surety that issues the Performance Bond shall be authorized to do business in the state of Texas.

Section 16
Ownership of Waste

Title to Solid Waste and Program Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Cart, Dumpster or Roll Off, or removed by Contractor from the Customer's premises, whichever last occurs. Contractor shall not be required to collect or dispose of any materials or substances that may not lawfully be disposed of at a Type I or Type IV Landfill permitted by the Texas Commission on Environmental Quality. Title to and liability for Excluded Waste shall not pass to Contractor. Contractor shall cause all refuse and garbage collected by Contractor pursuant hereto within City to be disposed of at a State of Texas permitted disposal site.

Section 17
Minimum Program Recyclable Materials

Contractor shall, at a minimum, collect all Program Recyclable Materials from Light Commercial, Commercial, and Industrial Units (if Customer opted) and from all Residential Units.

Section 18
Use of Streets

1. Spillage. It is understood and agreed that Contractor shall not be required to clean up, collect, or dispose of any loose or spilled Solid Waste or Recyclable Materials not caused by Contractor's rendering of Services, or be required to collect and dispose of any excess Solid Waste or Recyclable Materials placed outside of the Containers by any Customers. Contractor may report the location of such conditions to the City so that the City can issue proper notice to the Customer instructing the Customer or occupant to properly contain such Solid Waste and/or Recyclable Materials. Should excess Solid Waste and/or Recyclable Materials continue to be placed outside the Containers, the City may require the Customer to increase the frequency of collection of such or require Customer to utilize a Container with sufficient capacity so that the excess Solid Waste and/or Recyclable Materials will be regularly contained. Contractor shall be compensated for these additional services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection. Contractor shall do and perform all commercially reasonable acts necessary to prevent spillage from equipment used by Contractor in the collection and transportation of the same. In the event spillage of refuse occurs, Contractor shall remove all such spillage from City's streets and from properties adjacent thereto or affected thereby, whether public or private.

2. Destruction of Streets. No surface of any paved street shall be cut or damaged by Contractor by the negligent or reckless operation of its collection and transportation equipment other than ordinary wear and tear. The surface of any street cut or damaged by Contractor in the negligent or reckless operation of any such equipment shall be replaced or repaired to its original condition to the reasonable satisfaction of City. Should Contractor's negligent or recklessness cause damage to any street, Contractor shall be liable to City for any such damage, and failure by Contractor to reimburse City for any sums required to be expended by City for any reasonably necessary costs of repair shall constitute an event of default.

3. Destruction or Damage to Private Property. Contractor shall be liable for any damage or destruction to private property occurring as a result of the negligent or reckless performance of services hereunder. In the event any such damage or destruction shall occur, Contractor shall cause such repair or replacement as shall be reasonably necessary to restore such damaged or destroyed private property to its condition prior to such damage or protection.

Section 19
Trash and Odor Control

It is understood and agreed that Contractor shall clean up any trash larger than three (3) inches within a ten (10) foot radius of Collection Area caused by the provision of services. Contractor shall maintain all collection equipment to prevent odors. Contractor shall routinely clean collection equipment to maintain a standard of cleanliness.

Section 20
Disposal Site

Contractor shall dispose of all Solid Waste and Green Waste collected under this Agreement at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of solid waste.

Section 21
Personnel

Contractor shall provide all personnel required to perform the scope of services during the term of this Agreement, including the following:

1. Contractor shall provide a 24-hour representative that is authorized to make decisions and act on its behalf, accessible to the City twenty-four (24) hours a day via a non-toll call from the City.

2. Contractor will hire and maintain qualified personnel to provide the scope of services, including an operations manager.

3. Contractor will hire personnel who normally or regularly come into direct contact with the public. Contractor shall ensure such personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards.

4. Contractor shall ensure all appropriate personnel have a valid commercial driver's license.

5. Contractor shall require that all personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that are discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work under this Agreement.

Section 22
Subcontractors

Contractor shall not subcontract any task under the Agreement without the written consent of the City. Contractor shall submit a list of potential subcontractors for advance approval of the City.

Subcontractors shall be considered employees of Contractor under the terms of this Agreement. Contractor shall properly supervise and instruct subcontractor to assure that the subcontractor complies with all requirements of this Agreement in performing any work hereunder.

Section 23
Recordkeeping and Reporting

Contractor shall be responsible for maintaining and submitting electronic monthly and annual reports to the City. Monthly reports shall be submitted to the City no later than twenty (20) days following the end of the reporting period. All records shall be available to City at reasonable times and places throughout the Agreement and for a period of five (5) years after the last or final payment. Reports will have information specified below and be in electronic format:

1. Accounting. Contractor shall be required to keep complete and accurate books of account and records of its business and operations in connection with this agreement. The City may require the keeping of additional records or accounts, which are reasonably necessary for purposes of identifying, accounting for, and reporting revenues, uncollectables, and expenses.

2. Collection Stats. Contractor shall provide the City with monthly reports that shall include cubic yardage of materials collected per month. The following reports shall be due the 10th day of the following month:

   a. Document solid waste and bulky waste tonnage delivered to disposal facility;
   b. Document recyclable materials delivered to recyclable facility;

   c. Document Bulky Waste delivered to Recyclable Facility; and

   d. Identify unaccepted loads by date observed, route, and facility.

3. Review by City. Contractor shall provide the City with access at reasonable times and for reasonable purposes, to examine, audit, review, and/or obtain copies of the papers, books, accounts, documents, and other records of Contractor's company pertaining to the Agreement. Contractor shall fully cooperate in making available its records and otherwise assisting in these activities.

4. TCEQ Reports. Contractor will prepare annual TCEQ reports that will include information on recycling activities and waste collections volumes. Contractor shall provide the City with a copy of these reports.

5. Waste Audit Report. Contractor agrees to perform an Annual Waste Audit beginning with the October 1, 2021, contract year. The audit shall be performed and submitted to the City of Alvin within sixty (60) days of the October 1st annual renewal.

6. Annual Reporting to City Council. On an annual basis, and no later than 30 days after the 12th month of each fiscal year (i.e. October), Contractor shall attend and provide City Council with an update of their operations. This shall include any issues they have been presented with during the preceding year.

7. Other. Contractor shall provide other miscellaneous reports as requested:

   a. Document complaints, on a daily-basis, including the address, time and date for each and the reason, and resolution;

   b. Such other documents and reports, as the City may reasonably require, to verify compliance with the Agreement or to meet the City's reporting requirements; and

   c. Other recordkeeping and reporting requirements as agreed upon by City and Contractor.

Section 24
Complaints

1. Contractor shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.

2. All Customer complaints about services shall be made and routed directly to Contractor and shall be given prompt and courteous attention.

3. Contractor shall resolve all complaints next business day of receipt of such complaint and report monthly to City.

4. In the case of alleged missed collections, Contractor shall make every effort to collect the material on the same day; but it must be collected within one business day after the complaint is received. Should Contractor for any reason after being notified fail to make any collection, then the City, without further notice, may cause the same to be picked up and disposed of and shall deduct or bill to Contractor the City's cost as well as bill or deduct Contractor's pro-rata unit charge or rate for providing the service.

5. Any complaint from a Customer that is not resolved to Customer's satisfaction may be managed by the City. The City shall contact Contractor to review the complaint. Contractor shall have five (5) business days from the date the City contacted Contractor to review the complaint to demonstrate that the complaint was resolved consistent with the performance standards outlined in this Agreement. If Contractor cannot demonstrate that it met the performance standards outlined in this Agreement within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to assess liquidated damages on Contractor. Contractor may appeal any liquidated damages assessment to the City in writing within five (5) business days of the date of the decision of the City. The City Manager or designee's decision shall be final.

Section 25
Termination

1. Termination by the City. The City may terminate the Agreement in the event of default by Contractor and failure by Contractor to cure such default after receiving notice thereof, as provided in this subsection. Default by the Contractor shall occur if Contractor fails to observe or perform all of its duties under this Agreement. Should such a default occur, the City may deliver a written notice to Contractor describing such default and the proposed termination date. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination Contractor cures such default to the satisfaction of the City, the proposed termination shall be ineffective. If Contractor fails to cure such default to the satisfaction of the City prior to the proposed date of termination, this Agreement is deemed terminated on such date.

    a. The following, by way of example but not limitation, may be considered grounds for cancellation, in whole or part:

        i. Failure of Contractor to perform or observe any of the obligations, agreement, and conditions required to be performed or observed;

        ii. Failure of the Contractor to commence work operations within the time specified in the Agreement;

        iii. Failure of the Contractor to provide and maintain sufficient labor and equipment to properly execute working operations. Contractor shall, at its own cost and expense, provide all trucks, machinery, equipment, tools, superintendence, labor insurance, and other accessories necessary to efficiently and properly render such refuse collection, transportation, and disposal services;

        iv. Evidence that the Contractor has abandoned the work;

v. Evidence that the Contractor has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily;

vi. Failure on the part of the Contractor to comply with the terms of the Agreement or any requirements given by the City provided for in this document; or

vii. Indication that the Contractor has made an unauthorized assignment of the Contract or any funds due there from for the benefit of any creditor or for any other purpose.

b. Within thirty (30) days after the date of termination, Contractor shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination. The City agrees to compensate Contractor for that portion of the prescribed charges for which the services were actually performed under this Agreement and not previously paid.

c. In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by Contractor:

i. The City determines and notifies Contractor such default poses an immediate threat to the health or safety of any person or to any property interest, and if Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, Contractor shall compensate the City for cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing Contractor;

ii. The City may withhold all or part of any sums which would otherwise be due to Contractor, but which relate to such default, either until such time as such default is cured or if such default cannot be cured, forever;

iii. In the event that Contractor shall fail to perform any of the material provisions of this Agreement, the City shall promptly notify the Contractor of its noncompliance, stating with particularity the facts relating thereto and the period of time Contractor has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Agreement within the period of time specified by this section 25 (1), the same shall constitute an act of noncompliance; or

iv. The City may seek reasonable damages and/or attorneys' fees (if damages have been incurred) for breach of agreement and apply the cash bond proceeds to said claims.

2. Termination by Contractor. Contractor may terminate its performance under this Agreement only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Agreement. Should such a default occur, Contractor may deliver a written notice to the City describing such default, specifying the provisions of the Agreement under which Contractor considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than

sixty (60) days following receipt of the notice. Contractor, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination the City cures such default, the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Agreement as of such date.

Section 26
Sales Tax

Contractor agrees to provide the City with adequate assurance that all sales taxes collected in the City of Alvin by Contractor will be deposited with the State.

Section 27
Liquidated Damages, Licenses, Permits

1. Liquidated Damages. In the event Contractor breaches its obligations under this Agreement, the City and Contractor agree that the damages that the City will incur are and will be impractical and extremely difficult (if not impossible) to establish. In a reasonable effort to ascertain the City's damages, the City and Contractor have agreed that the damages listed in the schedule below are a reasonable forecast of just compensation for the damages the City will incur and are not penalties. Contractor shall have the right to appeal an assessment of liquidated damages to the City Manager. Contractor shall notify the City Manager of an appeal within ten (10) business days of receipt of the liquidated damage assessment.

Omission/Incident	Amount of Liquidated Damages
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	$100 per incident (each truck on each route is one incident)
Failure to cleanup and collect Contractor caused spillage	$100 each incident to a maximum of $500 per truck per day for Cart or Container
Failure to complete a City residential block. An incomplete block is where more than five (5) houses within the same block for either trash, recycling or bulk are not collected	$150 per incident
Days incomplete. Day are uncompleted if more than four (4) blocks are not collected on the scheduled day	$1000 when not completed on the scheduled day; $2500 when uncompleted days are not recovered by the next calendar day
Failure to deliver or replace Garbage Carts, or Curbside Recycling Wheeled Containers for any reason with five (5) business days of notification	$50 per container per incident
Any collection misses, at the same address, within one year after Contractor's receipt of 2nd notice regarding no collection	$100 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	$500 each

Failure to place carts or containers back at Customer's original set out location	$500 for over 50 incidents per month

2. Licenses and Permits. Contractor shall obtain and pay for all licenses, permits and certificates required by any statue, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of Contractor's operation herein.

Section 28
Term of Agreement; Geographic Boundaries

1. The term of this Agreement shall be for a period of seven (7) years, commencing on October 1, 2020, and concluding on September 30, 2027.

2. At the expiration of the term of this Agreement, the City shall have the option to extend this Agreement for two (2) additional periods of three (3) years, provided that the City provides the Contractor with written notice of its intent to extend this Agreement at least one hundred and eighty (180) days prior to the expiration date of the Agreement (September 30, 2028), by registered mail, return receipt requested, and Contractor has not provided prior written notice of its intent to terminate at least one hundred and eighty (180) days prior to expiration of the initial seven-year term of this Agreement (September 30, 2028).

3. If Contractor provides prior notice of termination for such purposes, or if the City fails to exercise its option to extend this Agreement for an additional three-year term, this Agreement will cease to be renewed and will terminate on September 30, 2028, unless terminated early as provided herein. The City reserves the option to renew this Agreement for up to two (2) additional three (3) year terms in accordance with the provisions of this Agreement.

4. Contractor shall have the sole and exclusive right, license, and privilege to provide the services provided for in this Agreement within the geographic boundaries of the City, as those boundaries exist on the date of this Agreement. If the City annexes additional land into its corporate limits during the term of this Agreement and the annexed land has or will require such services, Contractor shall, upon written request of the City, provide such services for the annexed land in accordance with the terms and conditions of this Agreement.

5. Indemnification. Contractor specifically agrees to indemnify and hold City, its officers, agents, and employees, harmless from all liability, damage, cost, or expense arising from claims for injury to persons, damage to property, or penalties occasioned by reason of any negligent or reckless conduct undertaken by Contractor or its employees under this Agreement. City shall not and does not by reason of this Agreement assume any liability of Contractor whatsoever for injury to persons, damage to property or penalties. Provided further, Contractor agrees to indemnify, defend, and hold harmless the City from all liability (including reasonable attorney's fees) for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as superfund), or comparable state law incurred as the result of the Disposal under the Agreement after the date hereof of the City's waste materials at a facility (defined below). It is understood and agreed that this indemnity shall be null and void in the event of any breach by the City of any of the terms of the Agreement including, without limitation, the City's warranties regarding the waste materials delivered to the Contractor. For purposes of this indemnification, "facility" shall mean those disposal facilities owned by the Contractor or owned by a company under common ownership and control of the Contractor.

6. Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder.

   This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

7. Revocation of Agreement. In addition to all other rights and powers of the City by virtue of this Agreement or otherwise, City reserves as an additional and as a separate and distinct power the right to terminate and cancel this Agreement and all rights and privileges of Contractor hereunder in any of the following events or for any of the following reasons, which events and reasons shall constitute an event of default by Contractor:

   a. Violation of Provisions. Contractor shall by act or omission violate any term, condition, or provision of this Contract and shall fail or refuse to effect compliance within fifteen (15) days following written demand by City to do so.

   b. Insolvent or Bankrupt. Contractor becomes insolvent, unable, or unwilling to pay its debts or adjudged bankrupt or all or any part of Contractor's equipment or facilities are sold under an instrument to secure a debt and are not redeemed by Contractor within thirty (30) days from the date of such sale.

   c. Fraud or Deceit. Contractor attempts to or does practice any fraud or deceit in its conduct or relations under this contract with City, or with any customer, or potential customer within City.

   d. Method of Termination and Cancellation. Any such termination and cancellation of this contract shall be by Resolution adopted by the City Council; provided, however, before any such Resolution is adopted, Contractor shall be given at least thirty (30) days advance written notice, which notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise Contractor that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken, and shall set forth the time, date, and place of the hearing.

Section 29
Impediments

Contractor shall only be responsible for providing Solid Waste service to Customers whose Carts, Dumpsters, or Compactors are accessible to Contractor. If there is an impediment to collection, such as house repair/construction, street repair/construction, vehicles parked in the street, utility repair/construction, Contractor shall notify the City of any such impediment including specific locations. Contractor shall be required to put forth a good-faith effort to collect all Solid Waste.

Section 30
Silence of Specifications

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

Section 31
Force Majeure

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not limited to, acts of God, acts of war, accident, explosion, fire, riots, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. In the event of a natural disaster or terrorist act, Contractor and the City shall negotiate the payment to be made to Contractor. Further, when the parties reach such agreement, the City shall grant Contractor variances in routes and schedules, as deemed necessary.

Section 32
Disaster Relief Services

Contractor shall provide special collection and disposal services that may be required due to damage or destruction from flood, tornado, hurricane, or other similar disaster. Provided further, nothing contained in this Contract shall be construed to limit City's authority to contract with one or more additional vendors to provide temporary collection and disposal services when deemed by City as necessary or appropriate to provide disaster relief. The Contractor shall follow Disaster plan as provided and agreed to with rates and execution plan between the City and Contractor, which is attached hereto as Exhibit D. The fees and charges for such disaster relief services shall not exceed the fees and charges therefore set for in Exhibit D provided by the Contractor.

Section 33
Governing Law

This Agreement shall be governed in all respects, including as to validity, interpretation, and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement and venue for any legal action or proceeding arising under or relating to the Agreement herein shall lie exclusively in Brazoria County, Texas. Contractor agrees that the City has not, and does not, waive any immunities or exemptions, defenses, or sovereign immunity, to which the City, its officers and employees, are entitled by law.

Section 34
INDEMNITY AND RELEASE

CONTRACTOR ASSUMES ALL RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS CAUSED BY ITS WILLFUL OR NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THE SERVICES. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS AND EMPLOYEES. HOWEVER, CONTRACTOR SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES CAUSED BY AN EXCLUSIVELY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS.

CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE CONTRACTOR'S WORK TO BE PERFORMED HEREUNDER.

THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

Section 35
Severability

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either Contractor or the City in their respective rights and obligations contained in the valid terms, covenants, or conditions herein.

Section 36
Entire Agreement

This Agreement constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Agreement.

Section 37
Third Parties

Nothing contained in the Agreement shall be constructed to provide rights to third parties.

Section 38
Notices

All notices and reports required to be given hereunder shall be deemed given to the parties when mailed, postage prepaid, to the parties following the respective addresses:

When to the City:	City of Alvin 216 West Sealy Street Alvin, Texas 77511 Attn: City Manager
When to the Contractor:	Texas Pride Disposal 4411 Landrum Lane Missouri City, Texas 77489 Attn: Kevin Atkinson
When to the City for payment:	City of Alvin 216 West Sealy Street Alvin, Texas 77511 Attn: Accounts Payable

Section 39
Exhibits

Exhibit A – Schedule of City Facilities

Exhibit B – 2020-2021 Rate Schedule

Exhibit C – Collection Policies

Exhibit D—Disaster Relief Plan

{Signature Page to follow}

In witness hereof, the City and Contractor have executed this Agreement this 2 day of April, 2020.

CITY OF ALVIN, TEXAS

Junru Roland, City Manager

TEXAS PRIDE DISPOSAL

Kevin Atkinson, Owner

Attest:

Dixie Roberts, City Secretary

Approved as to form:

Suzanne Hanneman, City Attorney

Exhibit A
City Facilities

Name	Location	Type of Container/Dumpster	Quantity
CITY OF ALVIN – SUBSTATION	110 MEDIC LANE	95 gallon cart/weekly	1
CITY OF ALVIN PUBLIC WORKS	1100 W. HWY 6	8yd/3 times weekly	1
CITY OF ALVIN ANIMAL CONTROL	550 W. HWY 6	4yd/3 times weekly	1
CITY OF ALVIN LIBRARY	2100 N. GORDON	95 gallon cart/twice weekly	1
CITY OF ALVIN DEPOT	121 E. WILLIS ST.	95 gallon cart/ twice weekly	1
CITY OF ALVIN VFW HALL	812 S. DOUGLAS	95 gallon cart/weekly	1
ALVIN POLICE DEPT	1500 S. GORDON	6yd/twice weekly	1
CITY OF ALVIN – FIRE	302 HOUSE ST. W.	4yd/2 times weekly	1
AMERICAN LEGION HALL	206 S. DURANT	6yd/weekly	1
CITY OF ALVIN/PARKS SENIOR	309 W. SEALY	4yd/2 times weekly	1
CITY OF ALVIN - CITY HALL	216 W. SEALY	3yd/3 times weekly	1
CITY OF ALVIN PARKS –LYONS	1060 COLLEGE	6yd/twice weekly	1
CITY OF ALVIN SCOUT HOUSE	1006 W. ADOUE	95 gallon cart/weekly	1
CITY OF ALVIN - MORGAN PARK	1500 W. SOUTH ST.	4yd/2 times weekly	1
CITY OF ALVIN - SEWER TRNT	7100 C.R. 160	6yd/weekly	1
CITY OF ALVIN - FIRE STAT #3	2700 F.M. 1462	95 gallon cart/weekly	1
CITY OF ALVIN/PARKS POOL	909 BAYOU DR.	6yd/twice weekly	1
CITY OF ALVIN PARKS DEPT	800 DYCHE LANE	6yd/twice weekly	1

Exhibit B

City of Alvin
Solid Waste Schedule
Effective 10/1/2020

Residential Sack & Curbside Recycling (Garbage)	**$11.25**	**per month**
Residential Heavy Trash/Brush	**$1.30**	**per month**
(1) 95 Gallon Cart (1 time/week) Light Commercial	**$29.00**	**per month**
(1) 95 Gallon Cart (2 times/week) Light Commercial	**$39.00**	**per month**
Limb & Brush	**$10.00**	**per cubic yard**

COMMERCIAL RATE SCHEDULE

CONTAINER SIZE	Lifts Per Week 1	2	3	4	5	6	*Extra-Lifts*
2 Cubic Yard	$ 60.00	$ 88.00	$ 104.00	$ 130.00	$ 157.00	$ 185.00	$ 50.00
3 Cubic Yard	$ 73.00	$ 112.00	$ 154.00	$ 197.00	$ 241.00	$ 285.00	$ 50.00
3 Cubic Yard Recycle	$ 68.00	$ 107.00	$ 149.00	$ 191.00	NA	NA	$ 50.00
4 Cubic Yard	$ 84.00	$ 130.00	$ 177.00	$ 224.00	$ 271.00	$ 345.00	$ 50.00
6 Cubic Yard	$ 105.00	$ 175.00	$ 225.00	$ 300.00	$ 375.00	$ 450.00	$ 50.00
8 Cubic Yard	$ 126.00	$ 222.00	$ 304.00	$ 410.00	$ 510.00	$ 620.00	$ 50.00
8 Cubic Yard Recycle	$ 116.00	$ 212.00	$ 294.00	$ 376.00	NA	NA	$ 50.00
6 Cubic Yard Comp				$ 850.00	$1,025.00	$1,250.00	$ 150.00

ROLL OFF CONTAINERS

Haul Rates	Haul	Delivery	Rental*	Disposal/ Ton **
20 yard	$ 200.00	$ 100.00	$ 3.00	$ 28.00
30 yard	$ 200.00	$ 100.00	$ 3.00	$ 28.00
40 yard	$ 200.00	$ 100.00	$ 3.00	$ 28.00
28 yard Compactors	$ 250.00	$ 125.00	$ 5.00	$ 28.00
30 yard Compactors	$ 250.00	$ 125.00	$ 5.00	$ 28.00
35 yard Compactors	$ 250.00	$ 125.00	$ 5.00	$ 28.00
40 yard Compactors	$ 250.00	$ 125.00	$ 5.00	$ 28.00
42 yard Compactors	$ 250.00	$ 125.00	$ 5.00	$ 28.00

*** Rent cost per day**

**** Disposal - 3 ton minimum**

Exhibit C
CONTRACTOR'S COLLECTION POLICY

To Be Provided

Exhibit D

Disaster Relief Plan

Texas Pride Disposal & City of Alvin

I. HOW TO PREPARE FOR A DISASTER

- Name a Response Coordinator who will have overall responsibilities.
- Set emergency plans into action in no less than 72 hours in advance of impending disaster for the affected company.
- Prepare a list of projected personnel to make up response teams.
- Maintain contact with the affected company. Make decisions as time and environmental situations change.
- Prepare employees, property, vehicles, and sensitive equipment for the impending disaster.
- Prepare the employees as to their necessary roles after the natural disaster.

II. COMMUNICATIONS

Following a natural disaster, there are many different organizations that respond. The Civil Defense Teams and the American Red Cross are traditionally the first to respond. Depending on the magnitude of the destruction, the military may respond to assist local governments in cleanup operations, protect area businesses from looting, and enforce curfew on residents and/or workers. With so many organizations involved, the big question is: How does everyone communicate with each other.

Each company should know in the advance where the local governmental agency has selected a "safe area" operations room. Managers and Supervisors from each company should know the names of key emergency personnel, the portable phone numbers and radio frequencies, etc.

III. SUPPLIES FOR GENERAL OPERATION

It is essential to understand that one cannot expect to have the same resources available that one normally does. Look at the essentials necessary and make plans accordingly. Preparation must be made to supply water for at least a 30-day period. Bottled water or tanks may be utilized. Vendors must be made aware of the necessity of our services and make sure we are properly supplied.

IV. OPERATIONAL PLAN

- Health hazards. The Primary goal is to restore scheduled garbage pick-up. Personnel from the company will be assigned this task. Communication and scheduling with local governmental personnel is critical.

- Brush and Debris. Emergency Response Personnel will be responsible for the removal and disposal of brush and debris. Texas Pride and the City will need to develop the following plans for the brush and debris clean up:

    - Citizen Drop Off areas such as parks, fields, large parking lots, etc. Chipping and grinding should occur at these locations to provide mulch for the city/citizens and to reduce bulk. This process also reduces the traffic congestion as well as safety issues operating heavy equipment on the city streets.

    - Schedule the Area Clean Up or Sweeps of the City/Area. Historically, two "sweeps" of the city/area were sufficient to remove the debris. Citizens will need to be informed via media of the days their area will be cleaned up. (Far enough in advance to allow them to get the material to the curbside or designated location. The cleanup should start at one side of the city and move across the city and move across the city systematically. A second "sweep" is then scheduled which should complete the removal of debris from the streets and yards.

    - Focus will then be addressed to the Citizen drop off areas. All equipment will be diverted to clean up the large quantities located at these sites. Effort should be made to separate brush from other debris.

- Landfills to be use in the event of a response will Type I and Type IV, depending on the type of material to be disposed. The following are the primary and secondary locations to be utilized and which Texas Pride Disposal has agreements to dispose of garbage and debris.

V. Schedule of Fees

The following schedule of fees for service is calculated for regular service activities. Emergency Response procedures will include costs not normally found in the regular service costs. Examples of those costs would be lighting equipment, electrical equipment, additional containers, housing, fuel, etc. These additional fees will be charged on a cost-plus basis. Daily logs of equipment, personnel, hours, fuel, etc., would be maintained to provide good documentation for billing to FEMA, County, and Local Governmental agencies.

REAR LOAD EQUIPMENT	Three Person	$225/hour
ROLL OFF EQUIPMENT	20,30,40 CY Yard	$40/yard
BRUSH TRUCK	One Person	$40/hour

Area landfills will be used first and then based on the need of other landfills may be used.

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Legal Department **Contact:** Mark Swaim, City Attorney

Agenda Item: Consider Ordinance 26-R, granting consent to the addition of approximately 128.5284 acres of land situated within the corporate limits of the City of Alvin to Brazoria County Municipal Utility District No. 51; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

Type of Item: Ordinance

Summary: On January 17, 2019, the City Council adopted Ordinance 19-B, consenting to the creation of Brazoria County Municipal Utility District No. 51. In 2024, the City also approved the addition of approximately 107.1041 acres to the District through Ordinance 24-X.

The City has now received a Petition for Consent to Annex Land into the District from Brazoria County Municipal Utility District No. 51 and property owners Tommaso Achille and Mary C. Achille. The petition requests the City's written consent to add approximately 128.5284 acres of land located wholly within the corporate limits of the City of Alvin to the District. The petition also identifies KB Home Lone Star Inc. as the contract holder for the property.

Texas Water Code Section 54.016 provides that land located within a municipality's corporate limits or extraterritorial jurisdiction may not be included within a municipal utility district without the municipality's written consent. This action does not annex the property into the City, as the property is already located within the City's corporate limits. Rather, the ordinance grants the City's consent for the property to be added to the boundaries of Brazoria County Municipal Utility District No. 51.

The petition provides that the District and property owners will comply with the conditions included as Exhibit B, which address District bonds, City review and approval of infrastructure plans, compliance with City construction standards, inspection authority, wastewater capacity, and plat approval requirements.

Ordinance 26-R grants the City's specific written consent to the addition of the property to Brazoria County Municipal Utility District No. 51 and preserves the conditions contained in Ordinance 19-B and any prior agreements between the City and the District.

Staff recommends approval of Ordinance 26-R.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Account: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/26/26

Finance Review Required: N/A __ Required X **Date Completed:** _____

Supporting documents attached:

1. Ord 26-R; Consent to annex 128.5284 acres into MUD 51
2. Exhibit A - Petition for Consent to Annex 128.5284 Acres into MUD51
3. Ltr. to City of Alvin re Petition for Consent
4. Achille Tract Map

Recommendation: Move to approve Ordinance 26-R, granting consent to the addition of approximately 128.5284 acres of land situated within the corporate limits of the City of Alvin to Brazoria County Municipal Utility District No. 51; making findings of fact; providing a severability clause; providing for an effective date; and providing for other matters related thereto.

Reviewed by Department Head, if applicable: __
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Attorney, if applicable: X
Reviewed by City Manager, if applicable: X

ORDINANCE 26-R

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 128.5284 ACRES OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the "City"), consented to the creation of Brazoria County Municipal Utility District No. 51 (the "District") by Ordinance 19-B, passed and adopted by City Council on January 17, 2019; and

WHEREAS, the District and Tommaso Achille and Mary C. Achille, the owner of the land herein described, have petitioned the City to consent to the addition to the District approximately 128.5284 acres of land more fully described in the Petition and the Exhibit attached hereto as Exhibit A; and

WHEREAS, the land sought to be annexed into the District is situated wholly within the corporate limits of the City of Alvin, Texas, and is not within such jurisdiction of any other city; and

WHEREAS, Section 54.016 of the Texas Water Code, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district; and

WHEREAS, the City Council of the City desires to create Ordinance 26-R as set forth herein for the purpose of consenting to the addition of said land to the District and establishing the terms and conditions of such consent.

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 128.5284 acres of land referenced above that are situated within the corporate limits of the City of Alvin, Texas, into the District as described in the Petition and the exhibit, attached hereto as Exhibit A. This Ordinance shall not impair the effectiveness of any agreement between the City and the District dated prior to the effective date hereof or conditions contained in Ordinance 19-B, consenting to the creation of the District.

Section 3. In addition to all the rights and remedies provided by the laws of the State of Texas, in the event the District violates the terms and provisions of the City's written consent,

the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions of this Ordinance.

Section 4. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. That this Ordinance shall take effect immediately after its passage in accordance with the provisions of the Texas Local Government Code and City of Alvin Home Rule 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 and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

PASSED AND APPROVED on this the 3rd day of September 2026.

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame, Mayor

ATTEST

By: _____
Dixie Roberts, City Secretary

PETITION FOR CONSENT TO ANNEX LAND INTO
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

The undersigned, TOMMASO ACHILLE AND MARY C. ACHILLE (collectively, the "Petitioners") and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51 (the "District") acting pursuant to the provisions of Chapter 49, Texas Water Code, particularly Section 49.301, together with all amendments and additions thereto, respectfully petition the City Council of the City of Alvin, Texas (the "City"), for its written consent to the annexation by the District of approximately 128.5284 acres of land described by metes and bounds in **Exhibit A** (the "Land"), which is attached hereto and incorporated herein for all purposes. In support of this petition, the undersigned would show the following:

I.

The District is a municipal utility district duly created under the laws of the State of Texas on August 7, 2019. The District was created and organized under the terms and provisions of Article XVI, Section 59, of the Constitution of Texas, and is governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended.

II.

The Petitioner holds fee simple title to the Land, as indicated by the certificate of ownership provided by the Brazoria County Appraisal District and supplemented, as needed, by certified deeds recorded in the Official Public Records of County, Texas.

III.

The Petitioner represents that there are no lienholders on the Land.

IV.

The Land is situated wholly within Brazoria County, Texas. No part of the Land is within the corporate limits of any incorporated city, town or village except the City, and no part of the Land is within the extraterritorial jurisdiction (as such term is defined of Texas Local Government Code Section 42.021 et seq., as amended) of any city, town or village. All of the Land may properly be annexed into the District.

V.

The general nature of the work to be done within the Land is the construction, acquisition, maintenance and operation of a waterworks and sanitary sewer system, and a drainage and storm sewer system, road facilities, and parks and recreational facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land, which will be developed for commercial and/or residential purposes, is urban in nature, is within the growing environs of the City, is in close proximity to populous and developed sections of Brazoria County, Texas, and within the immediate future will experience a substantial and sustained residential and commercial growth. There is not now available within the Land an adequate waterworks and sanitary sewer system nor an adequate drainage system, nor road facilities, nor parks or recreational facilities, and it is not presently economically feasible for the Land to provide for such systems and facilities itself. Because the health and welfare of the present and future inhabitants of the Land and of lands adjacent thereto require the construction, acquisition, maintenance and operation of an adequate waterworks and sanitary sewer system and a drainage and storm sewer system, road facilities, and parks and recreational facilities, a public necessity exists for the annexation of the Land into the District, to provide for the purchase, construction, extension, improvement, maintenance and operation of such waterworks and sanitary sewer system and such drainage and storm sewer system, such road facilities, and such parks and recreational facilities, so as to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VII.

The Petitioner and the District agree and hereby covenant that if the requested consent to the annexation of the Land to the District is given, the Petitioner and the District will adopt and abide by the conditions set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes.

VIII.

KB HOME LONE STAR INC., a Texas corporation, has entered into an earnest money contract to purchase all or a portion of the Land and desires to be considered a Petitioner for the addition of Land to the District.

WHEREFORE, the undersigned respectfully pray that this petition be heard and granted in all respects and that the City give its written consent to the annexation of the Land into the District.

[EXECUTION PAGES FOLLOW]

RESPECTFULLY SUBMITTED on June 29, 2026.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

By: _____

Name: Steve Bost

Title: Vice President

ATTEST:

By: _____

Name: Joe R. Zimmerman

Title: Secretary

(SEAL)

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 29, 2026, by Steve Bost, as Vice President, and Joe R. Zimmerman, as Secretary, of the Board of Directors of Brazoria County Municipal Utility District No. 51 , a political subdivision of the State of Texas, on behalf of said political subdivision.

(SEAL)

CONNIE ROSSI
My Notary ID # 132884299
Expires January 22, 2029

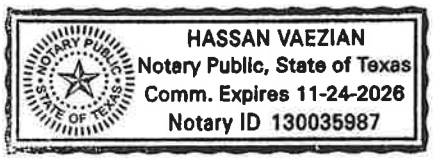
_____
Notary Public, State of Texas

By: Tomasso Achille
TOMASSO ACHILLE

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on Feb 24, 2026, by TOMASSO ACHILLE.

(SEAL)



Hassan Vaezian
Notary Public, State of Texas

By: Mary C. Achille
MARY C. ACHILLE

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on Feb 24, 2026, by MARY C. ACHILLE.

(SEAL)

HASSAN VAEZIAN
Notary Public, State of Texas
Comm. Expires 11-24-2026
Notary ID 130035987

Hassan Vaezi
Notary Public, State of Texas

EARNEST MONEY CONTRACT HOLDER:

KB HOME LONE STAR INC.,
a Texas corporation

By: _____

Name: Marc A Tindall

Title: Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF Harris §

This instrument was acknowledged before me on February 25, 2026, by Marc A. Tindall, as EVP, of KB HOME LONE STAR INC., a Texas corporation, on behalf of the corporation.

(SEAL)

SUZANNE BRANN
Notary Public, State of Texas
Comm. Expires 09-30-2028
Notary ID 132703494

_____
Notary Public, State of Texas

Attachments:
Exhibit A: Description of the Land
Exhibit B: Conditions of the City

EXHIBIT A

METES AND BOUNDS DESCRIPTION
128.5284 ACRES
BRAZORIA COUNTY, TEXAS
November 7, 2025

Being a 128.5284 acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992 to Tammaso Achille and Mary C. Achille as recorded under Clerk's File No. 92-24540 of the Official Public Records of Real Property, Brazoria County, Texas and being a portion of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the C.M. Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 46, Page 7 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204)*

COMMENCING at a point in the called centerline of County Road 149, the south corner of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas;

THENCE North 38°33'44" East, along the southeast line of said Lot 48, Wellman Subdivision and along the centerline of Cardinal Drive (Dirt Road), for a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "Benchmark Engr" set for the **POINT OF BEGINNING** of herein described tract of land at the northeast corner of a called 20-foot strip of land dedicated to Brazoria County as recorded under Volume 717, Page 8 of the Deed Records of Brazoria County, Texas;

THENCE North 51°09'03" West, along the north line of said 20-foot strip, for a distance of 862.00 feet to a 5/8-inch iron rod with cap found for corner at the south corner of Lot 2, Block 1 of Achillle Estates as recorded under Plat Number 2015043999 of the Plat Records of Brazoria County, Texas;

THENCE North 38°34'18" East, along the southeast line of said Lot 2, Block 1 of Achille Estates, for a distance of 639.75 feet to a 5/8-inch iron rod found for corner at the easternmost corner of said Lot 2;

THENCE North 51°07'52" West, along the northeasterly line of Lot 2 of said Achille Estates, for a distance of 170.13 feet to a ½-inch iron rod with cap found at the northernmost corner of said Lot 2 and being situated in the southeast line of a called 0.955 acre tract as conveyed by General Warranty Deed dated March 26, 2012 to Cristino Garcia and Ana Maria Garcia as recorded under Clerk's File No. 2012012467 of the Official Public Records Real Property, Brazoria County, Texas and being the westernmost corner of Lot 49 of said Wellman Subdivision;

THENCE North 38°31'28" East, along the northwest line of Lot 49 of said Wellman Subdivision, for a distance of 824.27 feet to a ½-inch iron rod found at the northernmost corner of said Lot 49, from which a 5/8-inch iron rod was found bearing South 35°56'34" West, 14.20 feet at the easternmost corner of a called 0.735 acre tract as conveyed by Deed of Trust dated February 23, 1991 to Ricardo Coronado and Pauline R. Coronado as recorded under Clerk's File No. 1991006565 of the Official Public Records Real Property, Brazoria County, Texas;

THENCE along the monumented and occupied east line of Lot 58 of said Wellman Subdivision the following three (3) courses:

1) North 02°36'39" West, for a distance of 418.00 feet to a ½-inch iron rod found at the northeast corner of a called 1.0260 acre tract as conveyed by a Deed to Iglesia Fuente De Agua Viva recorded under Clerk's File No. 2016030956 of the Official Public Records Real Property, Brazoria County, Texas;

2) North 04°28'01" West. for a distance of 241.26 feet to a ½-inch iron rod with cap found at the northernmost corner of a called 1,349.64 square foot tract (Tract II) as conveyed by Warranty Deed to Martin Coronado recorded under Clerk's File No. 2021045919 of the Official Public Records Real Property, Brazoria County, Texas;

3) North 07°13'53" West, for a distance of 82.18 feet to a ¾-inch iron pipe found at the northwest corner of Lot 52 of said C.M. Harrison Subdivision;

THENCE North 86°30'36" East, along the north line of said Lots 42, 48 and 52 of said C.M. Harrison Subdivision, for a distance of 2,309.84 feet to a ½-inch iron rod with cap found at the northeast corner of Lot 42 of said C.M. Harrison Subdivision situated in the southwest right-of-way line of G.C. & S.F. Railroad

THENCE South 16°31'29" East, along the southwest right-of-way line of said G.C. & S.F. Railroad and the northeast line of said C.M. Harrison Subdivision, for a distance of 1,915.82 feet to a ¾-inch iron pipe found at the southeast corner of Lot 44 of said C.M. Harrison Subdivision and the northeast corner of a called 107.1041 acre tract as conveyed by Special Warranty Deed dated February 14, 2024 to Beazer Homes Texas, L.P., as recorded under Clerk's File No. 2024006584 of the Official Public Records Real Property, Brazoria County, Texas;

THENCE South 86°30'31" West, along the south line of said C.M. Harrison Subdivision and along the north line of said 107.1041 acre tract, for a distance of 2,363.41 feet to a 5/8-inch iron rod with cap found at the northwest corner of said 107.1041 acre tract;

THENCE South 38°33'44" West, along the northwest line of said 107.1041 acre tract and along the southeast line of Lot 48 of said Wellman Subdivision, for a distance of 885.15 feet to the **POINT OF BEGINNING** of herein described tract and containing 128.5284 acres or 5,598,695 square feet of land.

This description was prepared in connection with a Survey Map prepared by Benchmark Engineering Corporation. Job No. 25015.

Saib Y. Saour, R.P.L.S.
Texas Registration No. 3540
TBPLS Firm Registration Number 10009000



Exhibit B

(a) The District may issue bonds, including refunding bonds, for any purposes authorized by law, including but not limited to, purchasing, refinancing, designing and constructing, or otherwise acquiring water works systems, sanitary sewer systems, storm sewer systems, and drainage facilities, recreational facilities, road facilities or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, right-of-way, easements, sites, equipment, buildings, plants, structures, and facilities therefor, and to operate and maintain same, and to sell water, sanitary sewer, and other services within or without the boundaries of the District. Such bonds must provide that the District reserves the right to redeem said bonds on any interest payment date subsequent to the 15th anniversary of the date of issuance (or any earlier date at the discretion of the District) without premium, and none of such bonds, other than refunding bonds, will be sold for less than 95 percent of par; provided that the net effective interest rate on bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such bonds. If the district pledges revenues from the operation of the District's water and sewer and/ or drainage system to the payment of the District's bonds, the resolution authorizing the issuance of the District's bonds will contain a provision that the pledge of any revenues from the operation of the District's water and sewer and/ or drainage system to the payment of the District's bonds will terminate when and if the City dissolves the District, takes over the assets of the District, and assumes all of the obligations of the District.

(b) Before the commencement of any construction within the District, its directors, officers, or developers and landowners will submit to the City, or to its designated representative, all plans and specifications for the construction of water, sanitary sewer, drainage and road facilities to serve the District and obtain the approval of such plans and specifications therefrom. All water wells, water meters, flushing valves, valves, pipes, and appurtenances thereto, installed or used within the District, will conform to the specifications of the City. All water service lines and sewer service lines, lift stations, roads and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. Prior to the construction of such facilities within or by the District, the District or its engineer will give written notice by registered or certified mail to the City, stating the date that such construction will be commenced. The construction of the District's water, sanitary sewer, drainage and road facilities will be in accordance

with the approved plans and specifications and with applicable standards and specifications of the City; and during the progress of the construction and installation of such facilities, the City may make periodic on-the-ground inspections.

(c) In the event that the District operates a sewage treatment plant, the District will agree to employ a sewage plant operator holding an applicable, valid certificate of competency issued under the direction of the Texas Commission on Environmental Quality ("TCEQ"). The District will agree to make periodic analyses of its discharge pursuant to the rules of the TCEQ and further, to send copies of all such effluent data to the City, as well as to the TCEQ. The District will agree that representatives of the City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(d) The District, its board of directors, officers, developers, and or landowners will not permit the construction, or commit to any development within, the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(e) Prior to the sale of any lot or parcel of land, the owner or the developer of the land included within the limits of the District will obtain the approval of the appropriate officials of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the rules and regulations of the City.

CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

I, the undersigned Secretary of the Board of Directors of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51, do hereby certify that the attached and foregoing is a true and correct copy of the Petition for Consent to Annex Land into Brazoria County Municipal Utility District No. 51 that was filed with the Board of Directors of the District on June 29, 2026.

WITNESS MY HAND AND SEAL OF SAID DISTRICT on June 29, 2026.

SEAL

By: _____
Secretary, Board of Directors

ABHR

HOUSTON
3200 Southwest Freeway,
Suite 2600
Houston, TX 77027
(713) 860-6400

Mai Lynn Womack
Legal Assistant
mwomack@abhr.com
(713) 800-8061

July 1, 2026

VIA FEDERAL EXPRESS
VIA EMAIL: droberts@cityhall.cityofalvin.com
Ms. Dixie Roberts
City Secretary and Assistant City Manager
City of Alvin
Alvin Recrreation Center-West Wing
3201 TX-35
Alvin, TX 77511

Re: Petition for Consent to Annex 128.5284 acres (the "Land") into Brazoria County Municipal Utility District No. 51 (the "District")

Dear Ms. Roberts:

Please find enclosed a Petition for Consent to Annex the Land into the District. The Land is in the corporate limits of the City. We respectfully request that this be placed on the next earliest agenda for consideration by the Mayor and City Council.

Should you have any questions, or need additional information, please feel free to call me at (713) 800-8061 or the attorney, Katie Sherborne, at (713) 860-6467. Thank you for your attention to this matter.

Sincerely,

Mai Lynn Womack

Enclosure

cc via email: Mr. Junru Roland, City Manager
Ms. Katie Sherborne (Firm)
Ms. Connie Rossi (Firm)

CENTRAL TEXAS
919 Congress Avenue, Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS
4514 Cole Avenue, Suite 1450
Dallas, TX 75205
(972) 823-0800

abhr.com

ORIGIN ID:HOUA (713) 860-8061
MALLYNN WOMACK
ALLEN BOONE HUMPHRIES ROBINSON LLP
3200 SOUTHWEST FREEWAY
SUITE 2400
HOUSTON, TX 77027
UNITED STATES US

SHIP DATE: 01JUL26
ACTWGT: 1.00 LB
CAD: 105065296/INET4535

BILL SENDER

TO **CITY SECRETARY**
CITY SECRETARY'S OFFICE
ALVIN REC. CENTER WEST WING
3201 TX-35
ALVIN TX 77511
(713) 800-8161
INV:
PO:
REF: BRAG1-10
DEPT:

58KJ2/DC4A/484B

J262026061001uv

FedEx Express

THU - 02 JUL 10:30A
PRIORITY OVERNIGHT

TRK# 0201 **8738 5144 1814**

43 GLSA

77511
TX-US IAH

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Heights RV Park
Texas Rottweilers
Cut 'N Edge
Tree Services
Grace Christian Center
235
235
965
Harriman Rd
Harriman Rd
Cardinal Dr
149
Google Maps

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Legal Department **Contact:** Mark Swaim, City Attorney

Agenda Item: Consider Resolution 26-R-32, approving Amendment No.1 to the Utility Services Contract between the City of Alvin, Texas, Beazer Homes Texas, L.P., KB Home Lone Star Inc., and Brazoria County Municipal Utility District No. 51, adding KB Home Lone Star Inc. and its approximately 128.53-acre tract to the existing Utility Services Contract upon closing on the property; and authorize the Mayor to sign the agreement upon legal review.

Type of Item: Resolution

Summary: This is an amendment to the Utility Services Contract between the City of Alvin, Beazer Homes Texas, L.P., KB Home Lone Star Inc., and Brazoria County Municipal Utility District No. 51 (MUD 51).

The existing Utility Services Contract was originally entered into in 2021 between the City and Lando Development on behalf of MUD 51. In 2023, Lando assigned its developer rights and responsibilities under the agreement to Beazer Homes Texas, LP. Following creation of MUD 51, the Utility Services Contract was assigned to the District in accordance with the terms of the agreement.

KB Home Lone Star Inc. is currently under contract to purchase approximately 128.53 acres and is seeking annexation of the property into MUD 51. Upon closing on the property, the amendment will add the KB Home tract to the property covered by the existing Utility Services Contract and add KB Home as a Developer under the agreement, with respect to Section 2.1.2 as it pertains to the KB Home tract.

The amendment also:

- Updates the property description to include the existing Beazer tracts and the new KB Home tract as the property to be served by MUD 51's water distribution and wastewater collection systems;
- Revises the amendment provisions of the Utility Services Contract to require the written consent of Beazer and/or KB Home when a future amendment affects that developer's rights, duties, or obligations;
- Adds Exhibit A-2 for the KB Home property and replaces Exhibits B-1 and C; and
- Provides that, until KB Home closes on the property, KB Home is not required to consent to any other amendments to the Utility Services Contract that may occur prior to such date.

If KB Home does not close on the property by December 31, 2026, the amendment will automatically terminate, KB Home will no longer be considered a Developer under the Utility Services Contract, and

the KB Home tract will no longer be included in the agreement. All other provisions of the existing Utility Services Contract remain in effect, with the First Amendment controlling in the event of a conflict.

Staff recommends approval.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Account: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/26/26

Finance Review Required: N/A __ Required X **Date Completed:** _____

Supporting documents attached:

1. Res 26-R-32 First Amendment to Utility Services Contract for MUD 51
2. 1st Amendment to Utility Services Contract
3. Original Lando Utility Services Agreement; October 2021

Recommendation: Move to approve Resolution 26-R-32 approving Amendment No.1 to the Utility Services Contract between the City of Alvin, Texas, Beazer Homes Texas, L.P., KB Home Lone Star Inc., and Brazoria County Municipal Utility District No. 51, adding KB Home Lone Star Inc. and its approximately 128.53-acre tract to the existing Utility Services Contract upon closing on the property; and authorize the Mayor to sign the agreement upon legal review.

Reviewed by Department Head, if applicable: __ Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Attorney, if applicable: X Reviewed by City Manager, if applicable: X

RESOLUTION 26-R-32

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE FIRST AMENDMENT TO THE UTILITY SERVICES CONTRACT BETWEEN THE CITY OF ALVIN, TEXAS, BEAZER HOMES TEXAS, L.P., KB HOME LONE STAR INC., AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the "City"), is a municipal corporation that provides a full range of governmental services to its citizens, and the City owns and operates water production and distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

WHEREAS, Brazoria County Municipal Utility District No. 51 (the "District") is a conservation and reclamation district and a political subdivision of the State of Texas, created by the Texas Commission on Environmental Quality.

WHEREAS, the City and Lando Development, Ltd. ("Lando"), on behalf of themselves and the District, entered into a Utility Services Contract dated as of October 21, 2021 (the "Agreement"), with regard to approximately 137.1041 acres of land; and

WHEREAS, Lando and Beazer Homes Texas, L.P., ("Beazer") entered into an Assignment of the Utility Services Contract dated as of August 1, 2023 (the "Assignment"). Pursuant to the Assignment, Lando is no longer a party to the Agreement, and Beazer is only a party for purposes of the Developer rights and liabilities thereunder; and

WHEREAS, On November 7, 2023, the creation of the District was confirmed at an election held within the District for that purpose. Pursuant to Section 2.11 of the Agreement, the Agreement was automatically assigned to the District; and

WHEREAS, KB Homes Lone Star, Inc. ("KB Homes"), entered into a contract to purchase approximately 128.5284 acres, (the "KB Property"), and is seeking annexation of the KB Property into the District. KB Homes, as a party to this Amendment, shall be added as a party to the Agreement as set forth in this Amendment upon the closing on the purchase of the KB Property; and

WHEREAS, the District is requesting an amendment to the Utility Services Contract to amend certain provisions of the Original Agreement in connection with the proposed addition of the approximately 128.5284 acres to the District;

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

Section 1. Findings

(a) The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that the terms of this Resolution will be beneficial to the City and its citizens.

Section 2. Approval of First Amendment to Utility Services Contract. City Council does hereby approve the First Amendment to Utility Services Contract between the City, Beazer Homes Texas, L.P., KB Home Lone Star Inc., and the Brazoria County Municipal Utility District Number 51.

Section 3. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 4. Effective Date. The Resolution shall take effect upon its passage.

PASSED AND APPROVED on this the 3rd day of September 2026.

CITY OF ALVIN, TEXAS **ATTEST**

By_____ By_____

Gabe Adame, Mayor Dixie Roberts, City Secretary

FIRST AMENDMENT TO UTILITY SERVICES CONTRACT
BETWEEN THE CITY OF ALVIN, TEXAS,
BEAZER HOMES TEXAS, L.P.,
KB HOME LONE STAR INC.,
AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

This First Amendment to Utility Agreement between the City of Alvin, Texas, and Lando Development on behalf of Brazoria Municipal Utility District No. 51 (this "Amendment"), is made and entered into as of June 29, 2026, by THE CITY OF ALVIN, TEXAS (the "City"), BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51 (the "District"), BEAZER HOMES TEXAS, L.P., a Delaware limited partnership and KB HOMES LONE STAR, INC., a Texas corporation.

RECITALS

The District is a conservation and reclamation district and a political subdivision of the State of Texas, created by the Texas Commission on Environmental Quality.

The City and Lando Development, Ltd. ("Lando"), on behalf of themselves and the District, entered into a Utility Services Contract dated as of October 21, 2021 (the "Agreement"), with regard to approximately 137.1041 acres of land, more particularly described on **Exhibits A and A-1** attached hereto.

Lando and Beazer Homes Texas, L.P., ("Beazer") entered into an Assignment of Utility Services Contract dated as of August 1, 2023 (the "Assignment"). Pursuant to the Assignment, Lando is no longer a party to the Agreement, and Beazer is only a party for purposes of the Developer rights and liabilities thereunder.

On November 7, 2023, the creation of the District was confirmed at an election held within the District for that purpose. Pursuant to Section 2.11 of the Agreement, the Agreement was automatically assigned to the District.

KB Homes Lone Star, Inc. ("KB Homes"), entered into a contract to purchase approximately 128.5284 acres, more particularly described on **Exhibit A-2** attached hereto (the "KB Property"), and is seeking annexation of the KB Property into the City and the District. KB Homes, as a party to this Amendment, shall be added as a party to the Agreement as set forth in this Amendment upon the closing on the purchase of the KB Property.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City, the District, Beazer, and KB Homes agree as follows:

1. The second recital of the Agreement is hereby deleted and replaced with the following:

Beazer Homes Texas, L.P. owns approximately 107.1041 acres to be annexed into the corporate boundaries of the City, which is more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes ("Tract 1"), and approximately 30.5187 acres within the corporate boundaries of the City, which is more particularly described in **Exhibit A-1** attached hereto and incorporated herein for all purposes ("Tract 2"). KB Homes Lone Star, Inc. is expected to own approximately 128.5284 acres within the corporate boundaries of the City, which is more particularly described in **Exhibit A-2** attached hereto and incorporated herein for all purposes ("Tract 3"). Tract 1, Tract 2, and Tract 3 are collectively referred to herein as the "Property"). The District has been created over the Property and Beazer and KB Homes Lone Star, Inc. plan to request the District to construct and finance a water distribution system and a wastewater collection system to serve the Property. All development within the District will occur in phases and Developer anticipates that each phase will be platted separately.

2. The following shall be added to Article 1. Definitions of the Agreement:

Developer means Beazer Homes Texas, L.P. and, upon closing on the purchase of Tract 3 and with respect to Section 2.1.2 only, KB Homes Lone Star, Inc. as it pertains to Tract 3.

3. Section 5.11 of the Agreement is hereby deleted and replaced with the following:

5.11 Amendments. This Contract may not be amended, modified or supplemented without the express written consent of the City and the District; provided, however, that in the event an amendment, modification or supplement is proposed to any provision of this Contract that bestows or imposes rights, duties, or obligations on Beazer Homes Texas, L.P. and/or KB Homes Lone Star, Inc., then the Developer(s) upon which such rights, duties, or obligations are being bestowed or imposed shall also provide express written consent thereto. All parties to this Contract hereby consent to any and all amendments, modifications, or supplements necessary to confirm this Contract to the final plan. Any such conforming changes shall be provided bin writing by the party proposing such changes to the Contract.

4. **Exhibit A-2** attached hereto shall be attached to the Agreement.

5. **Exhibits B-1** and **C** attached to the Agreement are hereby deleted and replaced with **Exhibits B-1** and **C** attached hereto.

6. The City and Developer agree that any references to "this Agreement" in the Agreement shall include this Amendment; provided, however, that in the event that KB Homes does not close on the KB Property by December 31, 2026, the District shall provide written notice to the City, this Amendment shall automatically terminate and (a) KB Homes shall no longer be considered a Developer under the Agreement, and (b) Tract 3 shall no longer be included in the Agreement.

7. Until such date as KB Homes closes on the purchase of the KB Property, KB Homes shall not be required to provide consent to any other amendment to the Agreement that may occur prior to such date.

8. The Agreement, including this Amendment, as amended hereby, shall remain in full force and effect. In the event of conflict between the Agreement and this Amendment, this Amendment will control.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of June 29, 2026.

CITY OF ALVIN, TEXAS

By: _____
Mayor

Date: _____

ATTEST

By: _____
City Secretary

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Gabe Adame, Mayor of the City of Alvin, Texas, and Dixie Roberts, City Secretary of the City of Alvin, Texas.

_____
Notary Public in and for the State of Texas

[Official Notary Stamp]

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

_____

President, Board of Directors

ATTEST:

_____

Secretary, Board of Directors

(Seal)

BEAZER HOMES TEXAS, L.P.,
a Delaware limited partnership

By: Beazer Homes Texas Holdings, Inc.,
its general partner

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this day of _____, 2026, by_____,_____ _____of Beazer Homes Texas Holdings, Inc., a Delaware corporation, general partner of Beazer Homes Texas, L.P., a Delaware limited partnership, on behalf of said corporation and limited partnership.

_____
Notary Public in and for the State of Texas

[Official Notary Stamp]

KB HOME LONE STAR INC.,
a Texas corporation

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _ day of _____, 2026, by _____, _____ of KB Home Lone Star Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

[Official Notary Stamp]

EXHIBIT A

Tract 1
METES AND BOUNDS DESCRIPTION
107.1041 ACRES
BRAZORIA COUNTY, TEXAS

All that 107.1041 acre (4,665,453 square foot) tract of land called 107.089 acres as conveyed by Warranty Deed dated May 17, 2017 to Lando Development, LTD as recorded under Clerk's File No. 2017024067 of the Official Public Records of Real Property, Brazoria County, Texas. Said tract being all of Lots 1, 2, 3, 5, 6 and a portion of Lots 4, 7, 8 and 9 of Pierce's Addition as recorded under Volume 46, Page 7 of the Deed Records of Brazoria County, Texas and all of Lots 58, 59, 60 and a portion of Lots 61 and 62 of Section 23, Hooper and Wade Survey Abstract No. 420 as recorded under Volume 49, Page 161 of the Deed Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204)*

BEGINNING at a point in the called centerline of County Road 149, the southeast line of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas and the west corner of Lot 58 of said Hooper and Wade Survey and said 107.089 acre tract;

THENCE North 38°35'53" East (called North 42°26'06" East), along the southeast line of said Wellman Subdivision and the northwest line of said 107.089 acre tract, for a distance of 869.27 feet (called 868.68 feet) to a ½-inch iron pipe found at the northeast corner of a called 1.1098 acre tract as conveyed by Special Warranty Deed dated July 30, 1992 to Tommaso Achille and Mary C. Achille as recorded under Clerks File No. 92-02540 of the Official Public Records of Real Property, Brazoria County, Texas, the northwest corner of said 107.089 acre tract an being situated at the centerline of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas;

THENCE North 86°29'43" East (called North 89°37'05" East), along the centerline of said 50-wide public road and the north line of said 107.089 acre tract, for a distance of 2,360.99 feet (called 2,362.56 feet) to a ¾-inch iron pipe found for corner at the northeast corner of said 107.089 acre tract situated in the northeast line of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas and the southwest line of the G.C.& S.F. Railroad right-of-way (100-foot wide);

THENCE South 16°37'03" East (called South 12°38'11" East), along the northeast line of said 107.089 acre tract, the northeast right-of-way line of said 50-foot wide road and the southwest right-of-way line of said G.C. & S.F. Railroad, for a distance of 1,143.40 feet (called 1,143.68 feet) to 5/8-inch iron rod found for corner at the northernmost corner of a "Proposed Detention Pond" as depicted on the plat of Forest Heights, Section 4 as recorded under Plat No 2006004775 of the Map Records of Brazoria County, Texas;

THENCE South 38°47'56" West (called South 42°40'14" West), along the southeast line of said 107.089 acre tract for a distance of 1,466.01 feet (called 1,464.45 feet) to a point for corner from which a 5/8-inch iron rod with cap was found bearing South 35°21'15" West, 1.58 feet;

THENCE North 51°25'40" West (called North 47°32'52" West), along the internal southwest line of said 107.089 acre tract and the northeast line of a called 4.98 acre tract as conveyed by General Warranty Deed dated September 12, 2014 to Silvia L. Iglesias as recorded under Clerk's File no. 2014041418 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 690.04 feet to 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner, from which a disturbed ½-inch iron rod was found bearing North 24°42'17" West, 0.56 feet;

THENCE South 38°52'24" West (called South 42°45'12" West), along the northwest line of said 4.98 acre tract, for a distance of 329.43 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the most easterly corner of Lot 55 of said Section 23, Hooper and Wade Survey;

THENCE North 51°31'20" West (called North 47°38'32" West), along the northeast line of a called 12.05 acre tract as conveyed by Warranty Deed dated December 17, 1999 to Kenneth and Linda C. Krauskopf as recorded under Clerk's File No. 99-056621 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 1,994.03 feet to the **POINT OF BEGINNING** of herein described tract and containing 107.1041 acres or 4,665,453 square feet of land.

This description was prepared in connection with an exhibit map prepared by Benchmark Engineering Corporation. Job No. 16034.

_____
Ronald G. Harrison, R.P.L.S.
Texas Registration No. 5342
TBPLS Firm Registration Number 10009000

EXHIBIT A-1

Tract 2
METES AND BOUNDS DESCRIPTION
30.5187 ACRES
BRAZORIA COUNTY, TEXAS

All that 30.5187 acre (1,329,394 square foot) tract of land being all of a called 13.098 acre tract of land as conveyed by Correction Warranty Deed dated April 24, 2018 to Lando Development, Ltd. as recorded under Clerk's File no. 2018020160 of the Official Public Records of Real Property, Brazoria County, Texas, a portion of a called 18.00 acre tract as conveyed by Correction Warranty Deed dated April 24, 2018 to Lando Development, Ltd. as recorded under Clerk's File No. 2018020156 of the Official Public Records of Real Property Brazoria County, Texas and being out of Lots 1 and 4, Block 2 and Lots 2 and 3, Block 1 of the Willeford & Arnim's Subdivision as recorded under Volume 15, Page 592 of the Map Records of Brazoria County, Texas and all being situated Section No. 22 of the Hooper & Wade Survey, Abstract No. 491, Brazoria County, Texas and being more particularly described by metes and bounds as follows; *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone No. 4204)*

BEGINNING at a 5/8-inch iron rod with cap stamped "Pro-Surv RPLS 5565" found for corner in the north line of a called 1.00 acre tract as conveyed by Warranty Deed dated November 20, 2002 to Rene K. Sanders as recorded under Clerks's File No. 02-060515 of the Official Public Records of Real Property, Brazoria County, Texas and being situated in the east right-of-way line of North Gordon Street (State Highway 35 Business);

THENCE North 03°29'09" West, along the east right-of-way line of said North Gordon Street (State Highway 35 Business) and the west lines of said 18.00 acre and 13.097 acre tracts, for a distance of 774.09 feet to a point for corner situated in the centerline of a drainage ditch;

THENCE in an easterly direction, along the north line of said 13.097 acre tract and the south line of a called 5.357 acre tract as conveyed by Warranty Deed dated July 26, 2006 to Jerry Holt, Trustee as recorded under Clerk's File No. 2006044853 of the Official Public Records of Real Property, Brazoria County, Texas and along the centerline of said drainage ditch the following calls:

South 84°19'30" East, for a distance of 179.97 feet to a point for corner;

North 84°04'49" East, for a distance of 155.46 feet to a point for corner;

North 76°21'48" East, for a distance of 330.63 feet to a point for corner

North 86°15'39" East, for a distance of 536.90 feet to a point for corner;

South 63°22'45" East, for a distance of 105.00 feet to a point for corner;

South 54°16'26" East, for a distance of 14.00 feet to a point for corner in the west right-of-way line of State Highway 35 (Bypass);

THENCE South 33°09'25" East, along the east line of said 13.097 acre tract and the west right-of-way line of said State Highway 35 (Bypass), for a distance of 85.56 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner;

THENCE South 35°34'46" East, continuing along the east line of said 13.097 acre tract and the west right-of-way line of said State Highway 35 (Bypass), for a distance of 354.62 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the southeast corner of said 13.097 acre tract, the northeast corner of a called 15.007 acre tract as conveyed by General Warranty Deed dated March 21, 2014 to Lau Investments as recorder under Clerk's File No. 2014011141 of the Official Public Records of Real Property, Brazoria County, Texas and being situated in the north line of Lot 2, Block 8 and the south line of Lot 1, Block 7 of said Willeford & Arnim's Subdivision situated in the centerline of a 40-foot wide road as platted under Volume 15, Page 592 of the Map Records of Brazoria County, Texas;

THENCE South 86°44'16" West, along the south line of said 13.097 acre tract, the centerline of said 40-foot wide road, the south line of said Lot 1, Block 7, the north line of said Lot 2, Block 8 and the north line of said 15.007 acre tract, for a distance of 113.78 feet to a concrete monument found at the southeast corner of said Lot 4, Block 2, the northeast corner of said Lot 3, Block 1 and the northeast corner of said 18.00 acre tract;

THENCE South 03°19'08" East, along the east line of said 18.00 acre tract and the interior west line of said 15.007 acre tract, for a distance of 591.30 feet to a concrete monument found at the southeast corner of said Lot 3, Block 1 and the southeast corner of said 18.00 acre tract;

THENCE South 86°44'50" West, along the south line of said 18.00 acre tract and the north line of said 15.007 acre tract, for a distance of 1,045.08 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the south east corner of a called 2 acre tract as conveyed by Warranty Deed dated April 12, 1961 to Clyde Eugene Sanders, Jr. as recorded under Volume 790, Page 129 of the Deed Records of Brazoria County, Texas;

THENCE North 03°15'10" West, along the east line of said 2 acre tract, for a distance of 208.71 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner;

THENCE South 86°44'50" West, along the north line of said 2 acre tract and the north line of said 1.00 acre tract, for a distance of 368.07 feet to the **POINT OF BEGINNING** of herein described tract and containing 30.5187 acres or 1,329,394 square feet of land.

This description was prepared in connection with an exhibit map prepared by Benchmark Engineering Corporation. Job No. 17011.

Ronald G. Harrison, R.P.L.S.
Texas Registration No. 5342
TBPLS Firm Registration Number 10009000

EXHIBIT A-2

METES AND BOUNDS DESCRIPTION
128.5284 ACRES
BRAZORIA COUNTY, TEXAS
November 7, 2025

Being a 128.5284 acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992 to Tammaso Achille and Mary C. Achille as recorded under Clerk's File No. 92-24540 of the Official Public Records of Real Property, Brazoria County, Texas and being a portion of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the C.M. Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 46, Page 7 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204)*

COMMENCING at a point in the called centerline of County Road 149, the south corner of Lot 48 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas;

THENCE North 38°33'44" East, along the southeast line of said Lot 48, Wellman Subdivision and along the centerline of Cardinal Drive (Dirt Road), for a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "Benchmark Engr" set for the **POINT OF BEGINNING** of herein described tract of land at the northeast corner of a called 20-foot strip of land dedicated to Brazoria County as recorded under Volume 717, Page 8 of the Deed Records of Brazoria County, Texas;

THENCE North 51°09'03" West, along the north line of said 20-foot strip, for a distance of 862.00 feet to a 5/8-inch iron rod with cap found for corner at the south corner of Lot 2, Block 1 of Achillle Estates as recorded under Plat Number 2015043999 of the Plat Records of Brazoria County, Texas;

THENCE North 38°34'18" East, along the southeast line of said Lot 2, Block 1 of Achille Estates, for a distance of 639.75 feet to a 5/8-inch iron rod found for corner at the easternmost corner of said Lot 2;

THENCE North 51°07'52" West, along the northeasterly line of Lot 2 of said Achille Estates, for a distance of 170.13 feet to a ½-inch iron rod with cap found at the northernmost corner of said Lot 2 and being situated in the southeast line of a called 0.955 acre tract as conveyed by General Warranty Deed dated March 26, 2012 to Cristino Garcia and Ana Maria Garcia as recorded under Clerk's File No. 2012012467 of the Official Public Records Real Property, Brazoria County, Texas and being the westernmost corner of Lot 49 of said Wellman Subdivision;

THENCE North 38°31'28" East, along the northwest line of Lot 49 of said Wellman Subdivision, for a distance of 824.27 feet to a ½-inch iron rod found at the northernmost corner of said Lot 49, from which a 5/8-inch iron rod was found bearing South 35°56'34" West, 14.20 feet at the easternmost corner of a called 0.735 acre tract as conveyed by Deed of Trust dated February 23, 1991 to Ricardo Coronado and Pauline R. Coronado as recorded under Clerk's File No. 1991006565 of the Official Public Records Real Property, Brazoria County, Texas;

THENCE along the monumented and occupied east line of Lot 58 of said Wellman Subdivision the following three (3) courses:

1) North 02°36'39" West, for a distance of 418.00 feet to a ½-inch iron rod found at the northeast corner of a called 1.0260 acre tract as conveyed by a Deed to Iglesia Fuente De Agua Viva recorded under Clerk's File No. 2016030956 of the Official Public Records Real Property, Brazoria County, Texas;

2) North 04°28'01" West. for a distance of 241.26 feet to a ½-inch iron rod with cap found at the northernmost corner of a called 1,349.64 square foot tract (Tract II) as conveyed by Warranty Deed to Martin Coronado recorded under Clerk's File No. 2021045919 of the Official Public Records Real Property, Brazoria County, Texas;

3) North 07°13'53" West, for a distance of 82.18 feet to a ¾-inch iron pipe found at the northwest corner of Lot 52 of said C.M. Harrison Subdivision;

THENCE North 86°30'36" East, along the north line of said Lots 42, 48 and 52 of said C.M. Harrison Subdivision, for a distance of 2,309.84 feet to a ½-inch iron rod with cap found at the northeast corner of Lot 42 of said C.M. Harrison Subdivision situated in the southwest right-of-way line of G.C. & S.F. Railroad

THENCE South 16°31'29" East, along the southwest right-of-way line of said G.C. & S.F. Railroad and the northeast line of said C.M. Harrison Subdivision, for a distance of 1,915.82 feet to a ¾-inch iron pipe found at the southeast corner of Lot 44 of said C.M. Harrison Subdivision and the northeast corner of a called 107.1041 acre tract as conveyed by Special Warranty Deed dated February 14, 2024 to Beazer Homes Texas, L.P., as recorded under Clerk's File No. 2024006584 of the Official Public Records Real Property, Brazoria County, Texas;

THENCE South 86°30'31" West, along the south line of said C.M. Harrison Subdivision and along the north line of said 107.1041 acre tract, for a distance of 2,363.41 feet to a 5/8-inch iron rod with cap found at the northwest corner of said 107.1041 acre tract;

THENCE South 38°33'44" West, along the northwest line of said 107.1041 acre tract and along the southeast line of Lot 48 of said Wellman Subdivision, for a distance of 885.15 feet to the **POINT OF BEGINNING** of herein described tract and containing 128.5284 acres or 5,598,695 square feet of land.

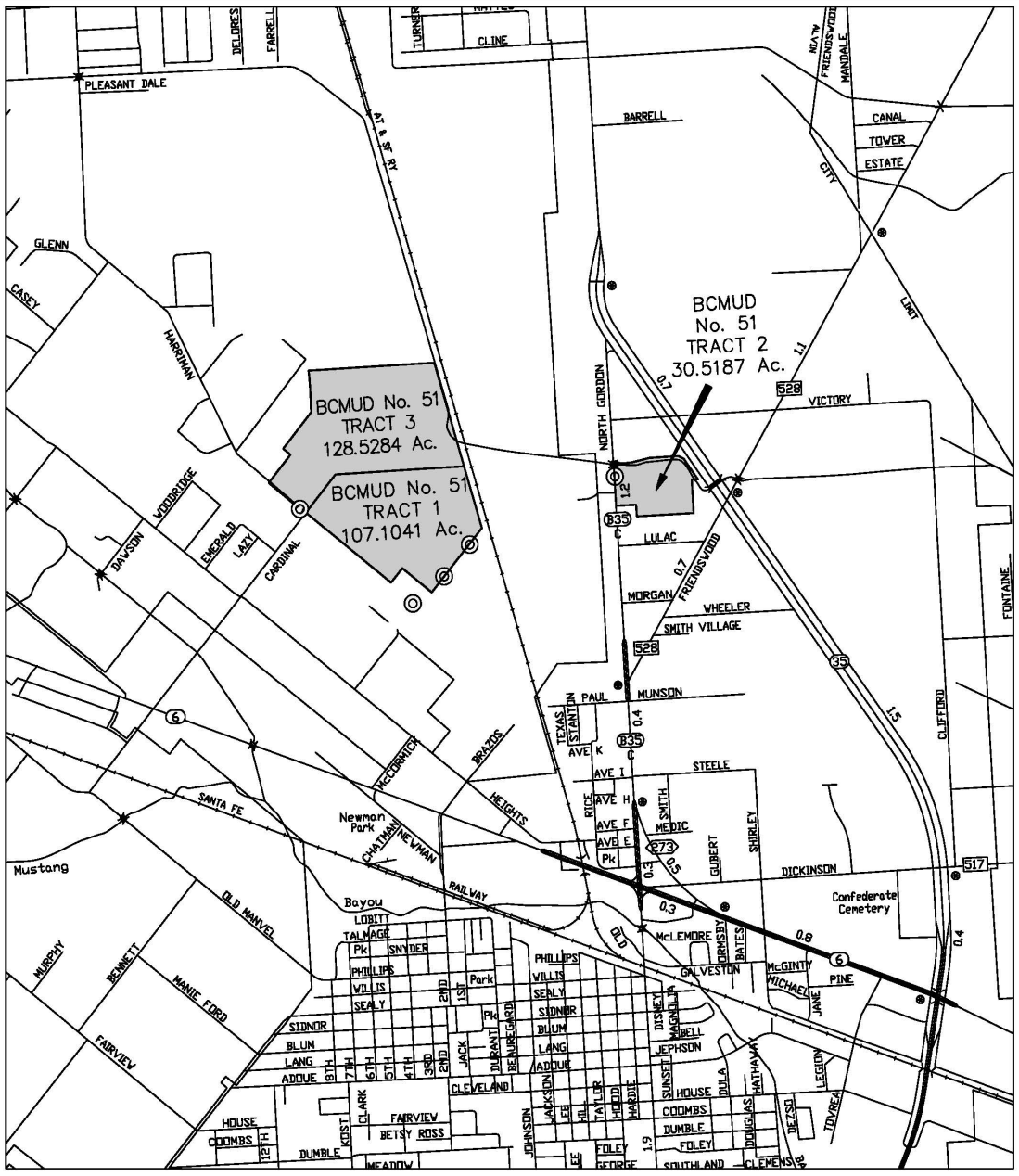
This description was prepared in connection with a Survey Map prepared by Benchmark Engineering Corporation. Job No. 25015.

Saib Y. Saour, R.P.L.S.
Texas Registration No. 3540
TBPLS Firm Registration Number 10009000



EXHIBIT B-1
FORCE MAIN
BENCHMARK ENGINEERING CORPORATION™
CONSULTING PLANNING SURVEYING
TBPE REG. No. F-6788 | TBPLS REG. No. 10009000
2401 FOUNTAINVIEW DRIVE, SUITE 500, HOUSTON, TX 77057
(713) 266 - 9930
Scale: 1"=1,000' Dated: 07/07/2026 Job No. 25015
TBPLS Firm Registration Number 10009000
GRAPHIC SCALE
(IN FEET)
1 inch = 1000 ft.
1000 0 500 1000 2000
KB HOMES TEXAS, L.P.
128.5284 ACRES
BEAZER HOMES TEXAS, L.P.
107.1041 ACRES
TRACT 1
BEAZER HOMES
TEXAS, L.P.
30.587 ACRES
TRACT 2
Proposed
Force Main
Route No. 1
Ex. 15" San.
POINT OF CONNECTION
to Proposed 27" San.
Ex. 15" San.
Proposed
Lift Station
BNSF 100' Railroad
North Gordon Street
Highway 35 Byp N
35 Byp N
Hardy Junior High
FILENAME: L:\16034 – 100 Ac. ALVIN IIG\(3)DEVELOPMENT PRODUCTION\(2)DEVELOPMENT PROJECTS\Berry Creek\Sec 1\(5)PROJECT EXHIBITS\Exhibit B-1.dwg, LAST SAVED ON

EXHIBIT C (Water Points of Connection)



LEGEND:

POINT OF CONNECTION ◎

GRAPHIC SCALE: 1"=2,640'

2,640' 1,320' 0 2,640'

I:\16034 - 100 Ac. ALVIN IIG\Survey\(1) CAD\BCMUD 51 Exh C Jul2026.dwg, 7/9/2026 2:17:38 PM

Benchmark Engineering Corporation
Consulting Engineers – Planners – Surveyors
2401 Fountainview Suite 500
Houston, Texas 77057 U.S.A. (713)266-9930

EXHIBIT C
POINTS OF CONNECTION
WATER SYSTEM - TRACTS No. 1, 2 & 3
PROPOSED BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT No. 51
SECTION No. 22, HOOPER & WADE SURVEY, A-491 AND IN
SECTION No. 23, HOOPER & WADE SURVEY, A-420,
BRAZORIA COUNTY, TEXAS

DRAWN BY: SJ	DATE: 08 JUL 2026	SCALE: 1"=1/2 Mi.
CHECKED BY: RGH	JOB No. 16034	SHEET No. 1 of 1

Agenda Commentary

Meeting Date: 10/21/2021

Department: City Manager **Contact:** Junru Roland, City Manager

Agenda Item: Consider Resolution 21-R-26, approving a Utility Services Contract with Lando Development, LTD. for the development of Municipal Utility District (MUD) 51; and authorize the Mayor to sign the Contract upon legal review.

Type of Item: ☐Ordinance ☒Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: On January 17, 2019, City Council consented to the creation of Municipal Utility District (MUD) 51 -- approximately 137.6228 acres of land (107.1041 acres to be annexed into the City (located north of County Road 529 at the existing end of County Road 149) and 30.5187 acres within the corporate boundaries of the City, northwest of FM 528 between Victory Ln and Lulac). Lando Development, LTD. (Lando) intends to create the MUD over the property and plans to request the MUD to construct and finance a water distribution system and a wastewater collection system to serve the property.

Lando is requesting to contract with the City to obtain, among other things, water supply and wastewater treatment services from the City. Key elements of this agreement include the City's completion of the Lift Station 30 expansion project, the 54" Eastside Interceptor Project, and the Lift Station 23 expansion project – all of which are in the process of being constructed. These projects are necessary to serve northern Alvin, which includes the proposed Lando development.

In addition, because the consent to the creation occurred prior to the current Planned Unit Development Ordinance 20-G, staff recommends that this development be developed in accordance with the single-family residential lot size requirement in effect prior to the adoption of Ordinance 20-G (adopted by City Council on March 5, 2020) – which is minimum width lot sizes of 50'.

Lastly, the proposed Utility Services Contract does not obligate the City to rebate annual payments to the MUD.

Resolution 21-R-26 will approve the Utility Services Contract with Lando Development, LTD for the residential development. Staff recommends approval of Resolution 21-R-26.

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:** 10/13/2021 SLH

Supporting documents attached:

- Resolution 21-R-26
- Utility Services Contract with Exhibits (including the Concept Plan in Exhibit E)

- Memo from CM - MUD 51
- Lando Development MUD 51 – CM Email

Recommendation: Move to approve Resolution 21-R-26, approving a Utility Services Contract with Lando Development, LTD. for the development of Municipal Utility District (MUD) 51; and authorize the Mayor to sign the Contract 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 ☒

RESOLUTION NO. 21-R-26

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING THE UTILITY SERVICES CONTRACT WITH LANDO DEVELOPMENT, LTD. AND ON BEHALF OF THE BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT 51, ACCEPTING THE WATER DISTRIBUTION, WASTEWATER COLLECTION AND STORM WATER FACILITIES FOR THE LANDO DEVELOPMENT; AND AUTHORIZING THE MAYOR TO SIGN UPON LEGAL REVIEW.

WHEREAS, the City of Alvin, Texas (the "City"), is a municipal corporation that provides a full range of governmental services to its citizens, and the City owns and operates water production distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

WHEREAS, the property owned by Lando Development inside Municipal Utility District 51 consists of approximately 107.1041 acres in Tract 1, to be annexed into the City, and 30.5187 acres in Tract 2, currently within the corporate boundaries of the City; and

WHEREAS, Single family residential lots will be developed in accordance with the requirements in the Planned Unit Development, Article VI – Planned Unit Development prior to Ordinance 20-G;

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

Section 1. The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes. City Council hereby finds and declares that the terms of this Resolution will be beneficial to the City and its residents.

Section 2. Approval of Utility Services Contract. City Council does hereby approve the Utility Services Contract with Lando Development Ltd., and the Municipal Utility District 51, and authorizes the Mayor to sign upon legal review.

Section 3. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 21st day of October 2021.

CITY OF ALVIN, TEXAS **ATTEST**:

By: _____ By: _____

Paul A. Horn, Mayor Dixie Roberts, City Secretary

UTILITY SERVICES CONTRACT BETWEEN
THE CITY OF ALVIN, TEXAS AND
LANDO DEVELOPMENT, LTD.
ON BEHALF OF THEMSELVES
AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

This UTILITY SERVICES CONTRACT (this "Contract") dated as of September ____, 2021, is entered into between THE CITY OF ALVIN, TEXAS (the "City"), and LANDO DEVELOPMENT, LTD., a Texas limited partnership ("Developer"), on behalf of themselves and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51 (the "District") (hereinafter the term "District" shall be construed to include both Developer and the District, as it is the intention of the parties to this Contract that all rights, benefits and obligations pursuant to this Contract shall ultimately be assigned to the District upon its creation and confirmation, except as otherwise provided herein. Thus, the representations made herein by the District represent Developer's commitment to cause or direct the same to occur).

RECITALS

The City is a municipal corporation that provides a full range of governmental services to its citizens. The City owns and operates water production and distribution facilities, wastewater collection and treatment facilities, a fire department, and provides other municipal services.

Developer owns approximately 107.1041 acres to be annexed into the corporate boundaries of the City, which is more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes ("Tract 1"), and approximately 30.5187 acres within the corporate boundaries of the City, which is more particularly described in **Exhibit A-1** attached hereto and incorporated herein for all purposes ("Tract 2") (Tract 1 and Tract 2 are collectively referred to herein as the "Property"). Developer intends to create the District over the Property and plans to request the District to construct and finance a water distribution system and a wastewater collection system to serve the Property. The development will occur in phases and Developer anticipates that each phase will be platted separately.

The District is a conservation and reclamation district and a political subdivision of the State of Texas, created by the Texas Commission on Environmental Quality (the "Commission"), and will be confirmed by an election.

Developer, on behalf of itself and the District, would like to contract with the City to obtain, among other things, water supply and wastewater treatment services from the City, and to provide for the construction and financing of the District's water and wastewater facilities to serve the District which will be transferred for ownership,

operation, and maintenance by the City after completion, subject to the terms of this Contract. The parties recognize that the District cannot approve and execute this Contract until the District is created and confirmed by majority vote at a confirmation election. The City has agreed to provide the services described herein under the conditions and terms set forth in this Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, obligations, and benefits contained herein, the City and Developer, on behalf of itself and the District, agree as follows:

ARTICLE 1. DEFINITIONS

Unless the context indicates others, capitalized terms used in this Contract shall have the following meanings:

City means the City of Alvin, Texas.

City System means the City Wastewater System and the City Water System.

City Wastewater System means all the wastewater treatment facilities, lines, components and equipment owned and used by the City to collect, convey, treat, monitor, regulate, and dispose of wastewater.

City Water System means all the water production pumps, lines, meters, components, facilities, and equipment owned and used by the City to pump, treat, monitor, convey, supply, and distribute water to the public.

Commission means the Texas Commission on Environmental Quality and any successor agencies exercising any of its duties and functions related to municipal utility districts.

Construction Costs means all costs associated with the design and construction of the Oversized Facilities, including, but not limited to, design costs; costs of construction and acquisition; setup and installation fees paid in connection with the Facilities; costs of acquiring necessary licenses or permits; engineering studies, engineering, fiscal, legal, and administrative costs; costs of material and soil testing; storm water pollution prevention plan enforcement costs; geotechnical, inspection and engineering costs for construction-phase services; costs of legal proceeding or judgment; land costs, whether fee title or easements, and all other items and expenses of a similar or different nature reasonably

required for the construction or acquisition of the Oversized Facilities, including contingencies.

Creation Resolution means the Resolution of the City of Alvin, Texas, containing various City conditions and requirements related to the establishment of the District.

District means Brazoria County Municipal Utility District No. 51, and all land to be included in said District at creation and thereafter.

District Drainage System means the storm water system that will be constructed by the District for the collection and conveyance of collected storm water within the District.

District Obligations means the bonds, bond anticipation notes or other debt of the District related to the financing, construction, and/or acquisition of water, sanitary sewer, drainage and detention, road, and park and recreational facilities, and any other facilities the District is authorized to acquire by state law.

District System means the District Water System, the District Wastewater System, and the District Drainage System.

District Wastewater System means the wastewater system that will be constructed by the District to serve the District for the collection of wastewater received from customers within the District, and will include any sewer trunk line, lift station, and force main that will be required to transport wastewater to the Point of Connection of Wastewater.

District Water System means the water supply and distribution system that will be constructed by the District for the treatment and distribution of potable water to serve customers of the District, ending at the Point of Connection of Water.

ESFC means equivalent single-family connection.

Oversized Facilities means water, sewer, and/or drainage facilities, sized or constructed to serve areas outside the District, if any, as further provided in Section 2.1.4.

Point of Connection of Wastewater means that point where the District Wastewater System may connect to the City Wastewater System as shown on **Exhibit B-1**. The District and Developer shall work diligently to acquire the route (the "Option 1 Route") shown on **Exhibit B-1** which is required to connect the District Wastewater System in Tract 1 to the Point of Connection of Wastewater shown on **Exhibit B-1**. Notwithstanding the

foregoing, however, in the event that the District or Developer cannot acquire the Option 1 Route from the landowner within 90 days after making a fair market value offer, as supported by an appraisal conducted by a certified real property appraiser to the landowner for the Option 1 Route, then the City may consider the route (the "Option 2 Route") shown on **Exhibit B-2** to connect the District Wastewater System in Tract 1 to the Point of Connection of Wastewater shown on **Exhibit B-2**."

Point of Connection of Water means that point or points where the District Water System connects to the City Water System as shown on **Exhibit C**.

Wastewater means the water-carried wastes, exclusive of ground, surface, and storm waters, normally discharged from the sanitary conveniences of dwellings, including apartments, houses, hotels, office buildings and institutions, of a domestic, not industrial, nature, meeting the requirements of the City set forth in the City's Subdivision Ordinance, Chapter 21 of the City's Code of Ordinances, in particular the "Design Criteria Manual," and the City's Water and Sewer Ordinance, Chapter 25 of the City's Code of Ordinances, both as may be amended or superseded by the City from time to time.

Wastewater Services means the services provided by the City in receiving, treating, testing, and disposing of Wastewater from the District Wastewater System to the City Wastewater System in accordance with this Contract.

Water means potable water that meets federal and state standards for consumption by humans.

ARTICLE 2. AGREEMENT CONCERNING WATER SUPPLY, WASTEWATER SERVICES, AND DRAINAGE SERVICES TO THE DISTRICT

2.1 Construction of the District Water, Wastewater, and Drainage Systems

2.1.1 Construction and Standards for Water, Wastewater, and Drainage Facilities Constructed in the District. The District shall design and construct, at its sole cost and expense, the District Water System, the District Wastewater System, and the District Drainage System to serve the District. The District Water System shall include all facilities necessary to convey water from each Point of Connection of Water to the District's customers. The District Wastewater System shall include all facilities necessary to transport Wastewater from the District's customers to each Point of Connection of Wastewater.

The District agrees that it will require all contractors who construct facilities for the District that will be ultimately conveyed to the City to provide a maintenance bond to the District in compliance with the bonding requirements of the City then applicable to the construction of public facilities. The District will be responsible for and take care of all routine maintenance along with any other more serious issues within the first year.

Plans and specifications for the District System, as well as any extensions, additions, or modifications thereto, shall be submitted to the City for review and approval prior to the District's installation or construction of same. The District System, or modifications thereto, shall be designed and constructed in accordance with City standards and specifications, the Commission, and any other governmental agency having or acquiring jurisdiction over such systems. All easements in which any part of the District System are to be constructed or installed shall be conveyed to the City or Brazoria County Conservation and Reclamation District No. 3, as appropriate, or dedicated to the public for installation of public utilities.

2.1.2 Completion of Facilities. Upon completion of facilities comprising a component of the District System in accordance with all permits and approvals: (a) the District or Developer shall (i) order the District's Engineer to certify that the completed facilities have been completed in accordance with the plans approved by the City, and (ii) certify that all bills and sums of money due in connection with the facilities have been fully paid and that the facilities are free from any and all claims and liens; (b) the District Engineer shall provide copies of the construction drawings as required by the City's subdivision ordinance; and (c) the District will then convey such facilities to the City, free and clear of all liens and encumbrances (but subject to the rights of reimbursement for funds advanced to or on behalf of the District with respect thereto), for ownership, operation and maintenance by the City. The District shall have reserved to it all capacity funded by the District in any conveyed facilities; provided that the District may not transfer or assign such reserved capacity outside the District without City consent, and any excess capacity not required to serve the District following full buildout within the District or any Oversized Facilities shall be available to the City to serve other areas. The conveyance instrument shall be in the form attached hereto as **Exhibit D** and no conveyance shall be effective until accepted by the City in writing after the expiration of the one (1) year maintenance period, which acceptance shall not be unreasonably delayed, withheld, or denied. The City shall incorporate conveyed facilities into the City System.

2.1.3. Billing and Collection. The City will bill and collect for water and sanitary sewer service within the District. All revenues from providing water and sanitary sewer service shall be the property of the City.

2.1.4 Oversized Facilities. In conjunction with the design and construction of the District System, as described in this Article, the City may determine from time to time that certain portions of the District System should be sized to serve areas outside the District, as well as areas within the District, or the City and the District may determine that the District should construct certain water, sewer, and/or drainage facilities outside the District to serve areas outside the District (in either case, facilities sized or constructed to serve areas outside the District shall be referred to in this Agreement as the "Oversized Facilities"). Subject to the terms and conditions of this Section, the District hereby agrees that, in conjunction with the design and construction of the District System as set out in this Agreement, the District shall cooperate with the City to include the Oversized Facilities as required by the City. The City, in turn, hereby agrees that as between the District and the City, the City shall fund the greater of (a) its pro rata share of the Construction Costs of any Oversized Facilities (based upon the additional capacity necessitated by the City's requirement of or request for Oversized Facilities), or (b) the difference between the Construction Costs of any Oversized Facilities and what would have been the Construction Costs for the facilities needed to serve the District only. To carry out the design and construction of Oversized Facilities, the City and the District agree to enter into a Development Agreement in a form mutually agreeable to the City and the District for the oversizing of such facilities. If the Oversized Facilities are designed and constructed by the District as part of the design and construction of District System, the Construction Costs of the Oversized Facilities shall be determined in accordance with Commission rules and regulations so that related Construction Costs will be shared by the City and the District on the basis of benefits received, which are generally the design capacities in the Oversized Facilities for the City and the District respectively.

2.2 Water Distribution and Supply Facilities. The City shall provide the District with its ultimate requirements for water supply and water distribution line capacities in order to serve customers within the District's boundaries, and same shall be provided to each Point of Connection of Water.

2.3 Wastewater Trunk Line Capacity. The City shall provide the District with its ultimate requirements for wastewater treatment and wastewater trunk line, collection line, and lift station capacities (collectively, "Wastewater Capacity") in order to serve customers within the District's boundaries, and same shall be provided to each Point of Connection of Wastewater. Notwithstanding the foregoing, it is understood and agreed that the City must expand Lift Station No. 23 to provide the District with its ultimate requirements for wastewater service. The City agrees that 295 ESFCs of Wastewater Capacity are available immediately to serve the Property. The City's timeline consists of beginning design of Lift Station No. 23 the first quarter of 2020 (which has already begun), with construction following. The estimated completion of

the Lift Station No. 23 expansion project is the second quarter of 2024. There are other projects that must be completed prior to the completion of Lift Station No. 23, such as Lift Station No. 30 expansion as well as the 54" (54 inch) Eastside Interceptor Project. Upon completion of the Lift Station No. 23 expansion, the District's ultimate requirements for Wastewater Capacity shall be available.

2.4 Letter of Assurance and Issuance of Assignments of Capacity by the District. The City agrees that, at such time as the District has paid the Connection Charge as provided in Section 3.4 hereof, the City shall, upon written request, issue a letter of assurance that the District is entitled to the use and benefit of the capacities purchased by said Connection Charge. If the City has not issued such letter of assurance within forty-five (45) days following the date of said request, the District shall be deemed to have the use and benefit of said quantities of service. The District shall have the right to assign or otherwise commit all or part of its capacity to landowner(s) and developer(s) within its boundaries.

2.5 Standard of Service. After conveyance of any component of the District System, services that are provided by the City to the District under this Contract shall be substantially equivalent in quality to the water and wastewater services the City provides to other City customers not in the District. Charges, fees and rates of City customers in the District shall be the same as similarly situated customers within the City as a whole.

2.6 Inspection by the City. The City shall have access at all reasonable times to inspect the construction of the District System as the City deems necessary or desirable to verify compliance with this Contract.

2.7 Compliance with Laws and Regulations. The District shall promptly, at its sole cost, take whatever action is necessary relating to the construction of the District System in compliance with any federal or state law or regulation and the City discharge permits.

2.8 Records and Reports. The District shall promptly provide to the City upon request, and without charge, copies of any records or documents relating to the District System.

2.9 Annexation into Corporate Boundaries and the District. The City agrees to annex Tract 1 into the corporate boundaries of the City, subject to receipt of a petition for annexation from Developer, its successor or assign and other state regulations. Further, in the event that the District is created prior to the annexation of Tract 1, the District may exclude Tract 1 from the District pending the annexation of Tract 1 into the

corporate boundaries of the City, and the City will adopt a resolution consenting to the annexation of Tract 1 back into the District within sixty (60) days of receipt of a petition for consent to annexation of Tract 1 into the District. The District agrees that it will annex Tract 1 back into the District within forty-five (45) days of adoption of such resolution by the City.

2.10 Term. This Contract shall be effective as of the date of its approval by the City Council of the City (the "Effective Date") and shall remain in effect for an initial term of 40 years from the Effective Date and shall automatically renew for consecutive one-year terms thereafter unless otherwise terminated as provided for herein.

2.11 Termination for Failure of the District to Approve this Contract. Upon creation and confirmation of the District, this Contract shall be automatically assigned by Developer, or its successors or assigns, to the District without any further action being required on the part of Developer, the District, or the City. The City requires written notice of assignment of this Contract from Developer to the District to be executed by Developer and the District by providing written notice to Developer and the District. The City may terminate this Contract by written notice to Developer and the District if the District has not approved and executed such requested written confirmation of assignment of this Contract within the later to occur of (i) 60 days of receipt of such notice by Developer and the District, or (ii) 30 days after the District's confirmation election.

2.12 Termination on Dissolution of the District. This Contract shall terminate on the date of dissolution of the District.

2.13 Remedies Cumulative. The parties specifically agree that the remedy of specific performance of this Contract is an appropriate and necessary remedy and agree that either party may employ the remedy of specific performance in the event of a breach of this Article. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all remedies, including specific performance and mandamus, may be availed of by any party and shall be cumulative of any other remedy herein specified.

ARTICLE 3. FINANCING OF FACILITIES

3.1 Authority of District to Issue District Obligations. The District shall have authority to issue, sell and deliver District Obligations, including bonds and bond anticipation notes, from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such forms and manner, and as

permitted or provided by federal law, the general laws of the State of Texas, and the Creation Resolution.

3.2 Purpose for District Obligations and Use of Proceeds. The District will issue District Obligations, including but not limited to bonds and bond anticipation notes, for the purposes of purchasing and constructing or otherwise acquiring the District Water System, the District Wastewater System, the District Drainage System, and any other facilities the District is authorized to acquire by state law, and to make any and all necessary capital recovery payments, purchases, construction, improvements, extensions, additions and repairs thereto, purchasing or acquiring all necessary land, rights-of-way, easements, sites, roads, equipment, buildings, plants, structures, and facilities therefor within or without the boundaries of the District, reimbursing District creation expenses, operating advances, and providing for interest to landowners and for any necessary capitalized interest and costs of issuance or refunding then outstanding District Obligations. Nothing in this Contract shall be construed to obligate the District to repair any facilities accepted by the City for ownership once the conveyance document is accepted by the City. Further, the parties acknowledge that it is their specific intention that the District be permitted to construct, purchase, finance or acquire road and/or recreational facilities through the issuance of District Obligations.

3.3 Construction by Third Parties. From time to time, the District may enter into one or more agreements with owners of property located within or in the vicinity of the District whereby such landowners will undertake, on behalf of the District, to pre-finance and pre- construct, in one or more phases, all or any portion of the District Water System, District Wastewater System, or other facilities permitted to be acquired by the District ("Utility Development Agreements"). Under the terms of such Utility Development Agreements, the landowners may be obligated to finance and construct the above-referenced facilities in the manner which would be required by law if such work were being performed by the District. Each Utility Development Agreement may provide for the purchase of such facilities from the landowners using the proceeds of the District Obligations, including one or more series of bonds.

3.4 Financing City Water and Wastewater Capacities. In consideration of the City's provision of water supply and distribution capacity, and wastewater collection and treatment capacity to the Property, the District, the Developer, or builders within the District will pay to the City such amounts per equivalent single family residential connection to the City Water System and the City Wastewater System (the "City System", as established pursuant to the ordinances of the City (the "Connection Charge") as detailed in **EXHIBIT F** titled "**SCHEDULE 2D CITY OF ALVIN IMPACT FEES ADOPTED SCHEDULE OF IMPACT FEES, EFFECTIVE DATES: NOVEMBER 1, 2018 UNTIL FURTHER AMENDMENT".** The City shall not allow connection of

any improvement to the City System for which the appropriate Connection Charge has not been paid. The City may amend the Connection Charge from time to time in accordance with the requirements of state law. The Connection Charge shall be paid to the City by or on behalf of the District before the connection of each particular improvement to the City System at the same time and manner as such fees are paid for improvements in other areas of the City outside the District; provided, however, that the Connection Charges for a platted area may be paid by or on behalf of the District for the entire platted area prior to the first building permit for a single-family residence within such platted area being issued by the City. The City shall not allow connection of any improvement to the City System for which the appropriate Connection Charge has not been paid. The District acknowledges and agrees that, besides the Connection Charge, any new connection to the City System will be subject to the fees, charges, and costs routinely collected by the City for any new connection to the City's utilities whether inside or outside the District. Further, as a result of the District's funding of roads or recreational facilities, if any, the parties agree that there shall be no connection charges or impact fees for roads or recreational facilities for development within the District. Notwithstanding anything herein to the contrary, any capacities purchased by payment of a Connection Charge pursuant to this Section 3.4 shall be reserved and allocated by the City exclusively to serve property within the District and shall not be utilized to serve property outside the District.

ARTICLE 4. DISTRICT TAXES

The District is authorized to assess, levy and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District Obligations, including premium, redemption premium (if any) and interest on bonds, and to establish and maintain any interest and sinking fund, debt service fund or reserve fund, and (ii) for administration, operation, and maintenance purposes, all in accordance with applicable law. The parties agree that nothing herein shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes as the Board of Directors of the District from time to time may deem necessary or the District's use of its tax revenues for any authorized purpose in accordance with applicable law. The City and the District recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District in accordance with applicable law and as deemed appropriate by the District's Board of Directors in its sole discretion.

ARTICLE 5. MISCELLANEOUS

5.1 Successors. This Contract shall be binding upon the successors or assigns of the parties hereto.

5.2 Force Majeure. If any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Contract, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Contract, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party, Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than a party to this Contract, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply resulting in an inability to provide water necessary for operation of the water and sewer systems hereunder or in an inability of the City to provide Water or receive Wastewater, and any other inabilities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the party experiencing such difficulty.

5.3 Applicable Law. This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

5.4 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto of any term, covenant, condition, or liability hereunder, or the performance by any party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

5.5 Addresses and Notice. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other (except bills), must be in writing and may be given or be serviced by depositing the same in the United States mail postpaid and

registered or certified and addressed to the party to be notified, with return receipt requested or by delivering the same to such party, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of three days after it is so deposited. Notice given in any such other manner shall be effective when received by the party to be notified. For the purpose of notice, addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the City:

City of Alvin, Texas
216 W. Sealy
Alvin, Texas 77511
Attn: City Manager

If to the Developer and/or the District:

Lando Development, Ltd.
Summit Management, LLC
3800 Southwest Freeway, Suite 302
Houston, Texas 77027
Attn: Kurt Adkins

and

Brazoria County Municipal Utility District No. 51
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
Attn: Katie Sherborne

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify and any other address by written notice to the other parties at least 15 days prior to the effective date thereof.

5.6 Merger and Modification. This Contract, including the exhibits that are attached hereto and incorporated herein for all purposes, along with the ordinance of the City consenting to the creation of the District, embodies the entire agreement between the parties relative to the subject matter hereof. This Contract shall be subject to change or modification only with the written mutual consent of the parties.

5.7 Severability. The provisions of this Contract are severable, and if any part of this Contract or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of part of this Contract to other persons or circumstances shall not be affected thereby.

5.8 Assignability. This Contract shall be binding upon and inure to the benefit of the parties hereto and their successors and, effective upon written notice thereof to the City, shall be assignable by Developer to any other entity that will purchase and/or own the Property prior to creation of the District, without the prior written consent of the City.

5.9 Benefits of Contract. This Contract is for the benefit of the City, Developer, and the District and their successors and assigns and shall not be construed to confer any benefit on any other person or entity except as expressly provided for herein.

5.10 Consents and Approvals. Whenever this Contract provides for the approval or consent of one of the parties, such consent or approval shall not be unreasonably withheld or delayed.

5.11 Amendments. This Contract may not be amended, modified or supplemented without the express written consent of the City, the Developer and, once duly constituted, the District. However, all parties to this Contract hereby consent to any and all amendments, modifications or supplements necessary to conform this Contract to the final plan. Any such conforming changes shall be provided in writing by the party proposing such changes to the Contract.

5.12 Overlapping Taxes. The City agrees that no portion of City taxes to be derived from the taxpayers of the District will be used to finance elsewhere in the City services the District proposes to provide, and, except as set forth in Article IV above, as may be applicable, the City and the District agree that no portion of City taxes to be derived from the taxpayers of the District are required to be rebated to the District.

5.13 Lot Sizes. Single family residential lots will be developed in accordance with the requirements in the Planned Unit Development section of City of Alvin Chapter 21- SUBDIVISIONS AND PROPERTY DEVELOPMENT, ARTICLE VI. – PLANNED UNIT DEVELOPMENT, prior to Ordinance No. 20-G. Amenities will be developed with the requirements included in Ordinance 20-G.; provided, however, that a plat may be recorded prior to the completion of all amenities, and the City shall issue up to 25% of building permits for houses on lots within the area of such plat (the "Platted Area"), with the remaining building permits for houses within the Platted Area

to be issued by the City only upon completion of all amenities within the Platted Area, with approval by the City of such amenities not to be unreasonably withheld.

5.14 Roads and Improvements in Aid Thereof. A Traffic Impact Assessment dated April 2019 (the "TIA") has been prepared by Voigt Associates, Inc. with respect to Tract 1 and an approximate 128 acre tract adjacent to Tract 1 to the north (the "Adjacent Tract"). Road construction and signalization shall be completed in accordance with the TIA. Notwithstanding anything to the contrary set forth herein, Developer and District will not be required to adhere to any of the TIA recommendations with respect to the Adjacent Tract and shall only be required to dedicate right-of-way, construct roads, and complete signalization as set forth herein.

(a) Extension of Heights Loop to Tract 1. The extension of Heights Loop to the development phase of Tract 1 (the "Heights Loop Extension") to which Heights Loop will connect ("Heights Loop Connection Phase") will be designed and constructed by the District with funds advanced by Developer. The Heights Loop Extension and the Heights Loop Connection are as identified on **Exhibit E** attached hereto. Construction of the Heights Loop Extension Segment 1 will be completed and accepted by the Board of Directors of the District prior to 95% of the houses in the Heights Loop Connection Phase being occupied. It is agreed and understood that the minimum right-of-way width for the Heights Loop Extension will be 60 feet with concrete curb and gutter pavement a minimum of 28 feet wide as measured from back of curb to back of curb. Any right-of-way required to be dedicated for the Heights Loop Extension that is not owned by Developer will be acquired by the Developer.

(b) Victory Lane Extension. The Developer obligations with respect to the southern portion of the extension of Future Victory Lane (referenced in the TIA as Cardinal Drive) in the area within Tract 1 that is generally identified on **Exhibit E** as the "Victory Lane Extension Tract" are set forth in the Developer Agreement between the City, Brazoria County, and Developer attached hereto as **Exhibit G**.

(c) Alignment of Intersections. The street tie-in to Cardinal Boulevard for the section of Tract 1 adjacent to Cardinal Boulevard will be aligned to ultimately create a four-way intersection.

(d) Visibility. Developer will develop Tract 1 to provide adequate visibility at intersections of all street tie-ins to Cardinal Drive and the Heights Loop Extension.

(e) Traffic Signalization Timing and Adjustment. Prior to the issuance of the final building permit in Tract 1, the District will work with the Texas Department of Transportation to make the traffic signalization timing adjustments at both the intersections of (i) State Highway 6 and Cardinal Drive, and (ii) State Highway 6 and Brazos Street that are recommended in the TIA.

5.15 Voter Housing. Notwithstanding any other provision of this Agreement to the contrary, a mobile home, trailer, or manufactured housing ("Housing"), at the option of the Developer, may be placed on the Property to house voters for an election confirming the creation of the District. Such Housing shall not remain on the Property for a period of time exceeding twelve (12) months.

[EXECUTION PAGES FOLLOW]

EXECUTED on the _____ day of February, 2021.

LANDO DEVELOPMENT, LTD.,
a Texas limited partnership

By: _____

Name: _____

Title: _____

CITY OF ALVIN, TEXAS

_____

Mayor

ATTEST:

_____

City Secretary

EXHIBIT A

Tract 1
METES AND BOUNDS DESCRIPTION
107.1041 ACRES
BRAZORIA COUNTY, TEXAS

All that 107.1041 acre (4,665,453 square foot) tract of land called 107.089 acres as conveyed by Warranty Deed dated May 17, 2017 to Lando Development, LTD as recorded under Clerk's File No. 2017024067 of the Official Public Records of Real Property, Brazoria County, Texas. Said tract being all of Lots 1, 2, 3, 5, 6 and a portion of Lots 4, 7, 8 and 9 of Pierce's Addition as recorded under Volume 46, Page 7 of the Deed Records of Brazoria County, Texas and all of Lots 58, 59, 60 and a portion of Lots 61 and 62 of Section 23, Hooper and Wade Survey Abstract No. 420 as recorded under Volume 49, Page 161 of the Deed Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204)*

BEGINNING at a point in the called centerline of County Road 149, the southeast line of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas and the west corner of Lot 58 of said Hooper and Wade Survey and said 107.089 acre tract;

THENCE North 38°35'53" East (called North 42°26'06" East), along the southeast line of said Wellman Subdivision and the northwest line of said 107.089 acre tract, for a distance of 869.27 feet (called 868.68 feet) to a ½-inch iron pipe found at the northeast corner of a called 1.1098 acre tract as conveyed by Special Warranty Deed dated July 30, 1992 to Tommaso Achille and Mary C. Achille as recorded under Clerks File No. 92-02540 of the Official Public Records of Real Property, Brazoria County, Texas, the northwest corner of said 107.089 acre tract an being situated at the centerline of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas;

THENCE North 86°29'43" East (called North 89°37'05" East), along the centerline of said 50-wide public road and the north line of said 107.089 acre tract, for a distance of 2,360.99 feet (called 2,362.56 feet) to a ¾-inch iron pipe found for corner at the northeast corner of said 107.089 acre tract situated in the northeast line of a 50-foot wide public road as recorded under Book 46, Page 7 of the Plat Records of Brazoria County, Texas and the southwest line of the G.C.& S.F. Railroad right-of-way (100-foot wide);

THENCE South 16°37'03" East (called South 12°38'11" East), along the northeast line of said 107.089 acre tract, the northeast right-of-way line of said 50-foot wide road and the southwest right-of-way line of said G.C. & S.F. Railroad, for a distance of 1,143.40 feet (called 1,143.68 feet) to 5/8-inch iron rod found for corner at the northernmost corner of a "Proposed Detention Pond" as depicted on the plat of Forest Heights, Section 4 as recorded under Plat No 2006004775 of the Map Records of Brazoria County, Texas;

THENCE South 38°47'56" West (called South 42°40'14" West), along the southeast line of said 107.089 acre tract for a distance of 1,466.01 feet (called 1,464.45 feet) to a point for corner from which a 5/8-inch iron rod with cap was found bearing South 35°21'15" West, 1.58 feet;

THENCE North 51°25'40" West (called North 47°32'52" West), along the internal southwest line of said 107.089 acre tract and the northeast line of a called 4.98 acre tract as conveyed by General Warranty Deed dated September 12, 2014 to Silvia L. Iglesias as recorded under Clerk's File no. 2014041418 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 690.04 feet to 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner, from which a disturbed ½-inch iron rod was found bearing North 24°42'17" West, 0.56 feet;

THENCE South 38°52'24" West (called South 42°45'12" West), along the northwest line of said 4.98 acre tract, for a distance of 329.43 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the most easterly corner of Lot 55 of said Section 23, Hooper and Wade Survey;

THENCE North 51°31'20" West (called North 47°38'32" West), along the northeast line of a called 12.05 acre tract as conveyed by Warranty Deed dated December 17, 1999 to Kenneth and Linda C. Krauskopf as recorded under Clerk's File No. 99-056621 of the Official Public Records of Real Property, Brazoria County, Texas, for a distance of 1,994.03 feet to the **POINT OF BEGINNING** of herein described tract and containing 107.1041 acres or 4,665,453 square feet of land.

This description was prepared in connection with an exhibit map prepared by Benchmark Engineering Corporation. Job No. 16034.

_____
Ronald G. Harrison, R.P.L.S.
Texas Registration No. 5342
TBPLS Firm Registration Number 10009000

EXHIBIT A-1

Tract 2
METES AND BOUNDS DESCRIPTION
30.5187 ACRES
BRAZORIA COUNTY, TEXAS

All that 30.5187 acre (1,329,394 square foot) tract of land being all of a called 13.098 acre tract of land as conveyed by Correction Warranty Deed dated April 24, 2018 to Lando Development, Ltd. as recorded under Clerk's File no. 2018020160 of the Official Public Records of Real Property, Brazoria County, Texas, a portion of a called 18.00 acre tract as conveyed by Correction Warranty Deed dated April 24, 2018 to Lando Development, Ltd. as recorded under Clerk's File No. 2018020156 of the Official Public Records of Real Property Brazoria County, Texas and being out of Lots 1 and 4, Block 2 and Lots 2 and 3, Block 1 of the Willeford & Arnim's Subdivision as recorded under Volume 15, Page 592 of the Map Records of Brazoria County, Texas and all being situated Section No. 22 of the Hooper & Wade Survey, Abstract No. 491, Brazoria County, Texas and being more particularly described by metes and bounds as follows; *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone No. 4204)*

BEGINNING at a 5/8-inch iron rod with cap stamped "Pro-Surv RPLS 5565" found for corner in the north line of a called 1.00 acre tract as conveyed by Warranty Deed dated November 20, 2002 to Rene K. Sanders as recorded under Clerks's File No. 02-060515 of the Official Public Records of Real Property, Brazoria County, Texas and being situated in the east right-of-way line of North Gordon Street (State Highway 35 Business);

THENCE North 03°29'09" West, along the east right-of-way line of said North Gordon Street (State Highway 35 Business) and the west lines of said 18.00 acre and 13.097 acre tracts, for a distance of 774.09 feet to a point for corner situated in the centerline of a drainage ditch;

THENCE in an easterly direction, along the north line of said 13.097 acre tract and the south line of a called 5.357 acre tract as conveyed by Warranty Deed dated July 26, 2006 to Jerry Holt, Trustee as recorded under Clerk's File No. 2006044853 of the Official Public Records of Real Property, Brazoria County, Texas and along the centerline of said drainage ditch the following calls:

South 84°19'30" East, for a distance of 179.97 feet to a point for corner;

North 84°04'49" East, for a distance of 155.46 feet to a point for corner;

North 76°21'48" East, for a distance of 330.63 feet to a point for corner

North 86°15'39" East, for a distance of 536.90 feet to a point for corner;

South 63°22'45" East, for a distance of 105.00 feet to a point for corner;

South 54°16'26" East, for a distance of 14.00 feet to a point for corner in the west right-of-way line of State Highway 35 (Bypass);

THENCE South 33°09'25" East, along the east line of said 13.097 acre tract and the west right-of-way line of said State Highway 35 (Bypass), for a distance of 85.56 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner;

THENCE South 35°34'46" East, continuing along the east line of said 13.097 acre tract and the west right-of-way line of said State Highway 35 (Bypass), for a distance of 354.62 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the southeast corner of said 13.097 acre tract, the northeast corner of a called 15.007 acre tract as conveyed by General Warranty Deed dated March 21, 2014 to Lau Investments as recorder under Clerk's File No. 2014011141 of the Official Public Records of Real Property, Brazoria County, Texas and being situated in the north line of Lot 2, Block 8 and the south line of Lot 1, Block 7 of said Willeford & Arnim's Subdivision situated in the centerline of a 40-foot wide road as platted under Volume 15, Page 592 of the Map Records of Brazoria County, Texas;

THENCE South 86°44'16" West, along the south line of said 13.097 acre tract, the centerline of said 40-foot wide road, the south line of said Lot 1, Block 7, the north line of said Lot 2, Block 8 and the north line of said 15.007 acre tract, for a distance of 113.78 feet to a concrete monument found at the southeast corner of said Lot 4, Block 2, the northeast corner of said Lot 3, Block 1 and the northeast corner of said 18.00 acre tract;

THENCE South 03°19'08" East, along the east line of said 18.00 acre tract and the interior west line of said 15.007 acre tract, for a distance of 591.30 feet to a concrete monument found at the southeast corner of said Lot 3, Block 1 and the southeast corner of said 18.00 acre tract;

THENCE South 86°44'50" West, along the south line of said 18.00 acre tract and the north line of said 15.007 acre tract, for a distance of 1,045.08 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner at the south east corner of a called 2 acre tract as conveyed by Warranty Deed dated April 12, 1961 to Clyde Eugene Sanders, Jr. as recorded under Volume 790, Page 129 of the Deed Records of Brazoria County, Texas;

THENCE North 03°15'10" West, along the east line of said 2 acre tract, for a distance of 208.71 feet to a 5/8-inch iron rod with cap stamped "BenchmarkEngr" set for corner;

THENCE South 86°44'50" West, along the north line of said 2 acre tract and the north line of said 1.00 acre tract, for a distance of 368.07 feet to the **POINT OF BEGINNING** of herein described tract and containing 30.5187 acres or 1,329,394 square feet of land.

This description was prepared in connection with an exhibit map prepared by Benchmark Engineering Corporation. Job No. 17011.

_____

Ronald G. Harrison, R.P.L.S.
Texas Registration No. 5342
TBPLS Firm Registration Number 10009000

EXHIBIT B-1

Wastewater Point of Connection

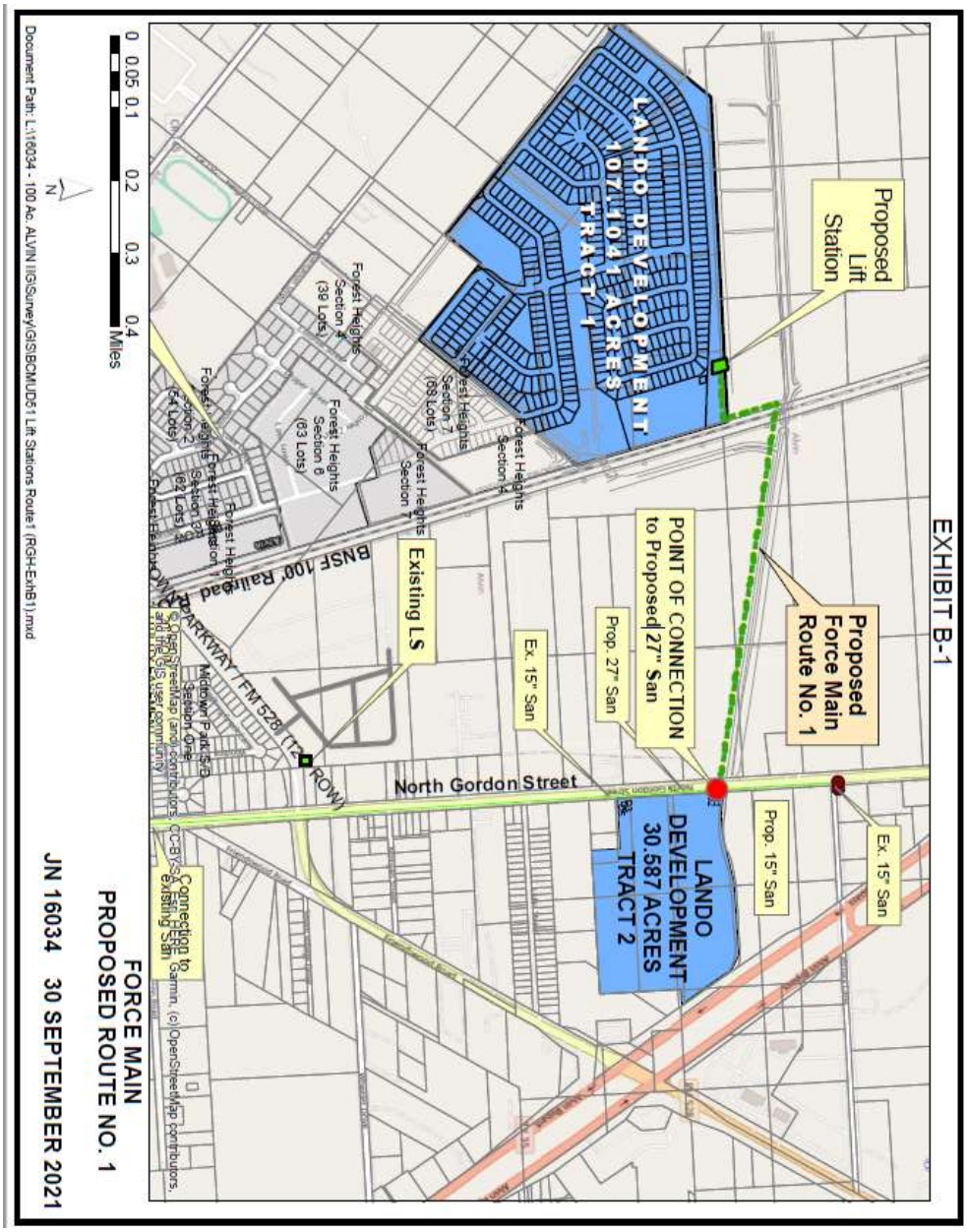


EXHIBIT B-2

Wastewater Point of Connection

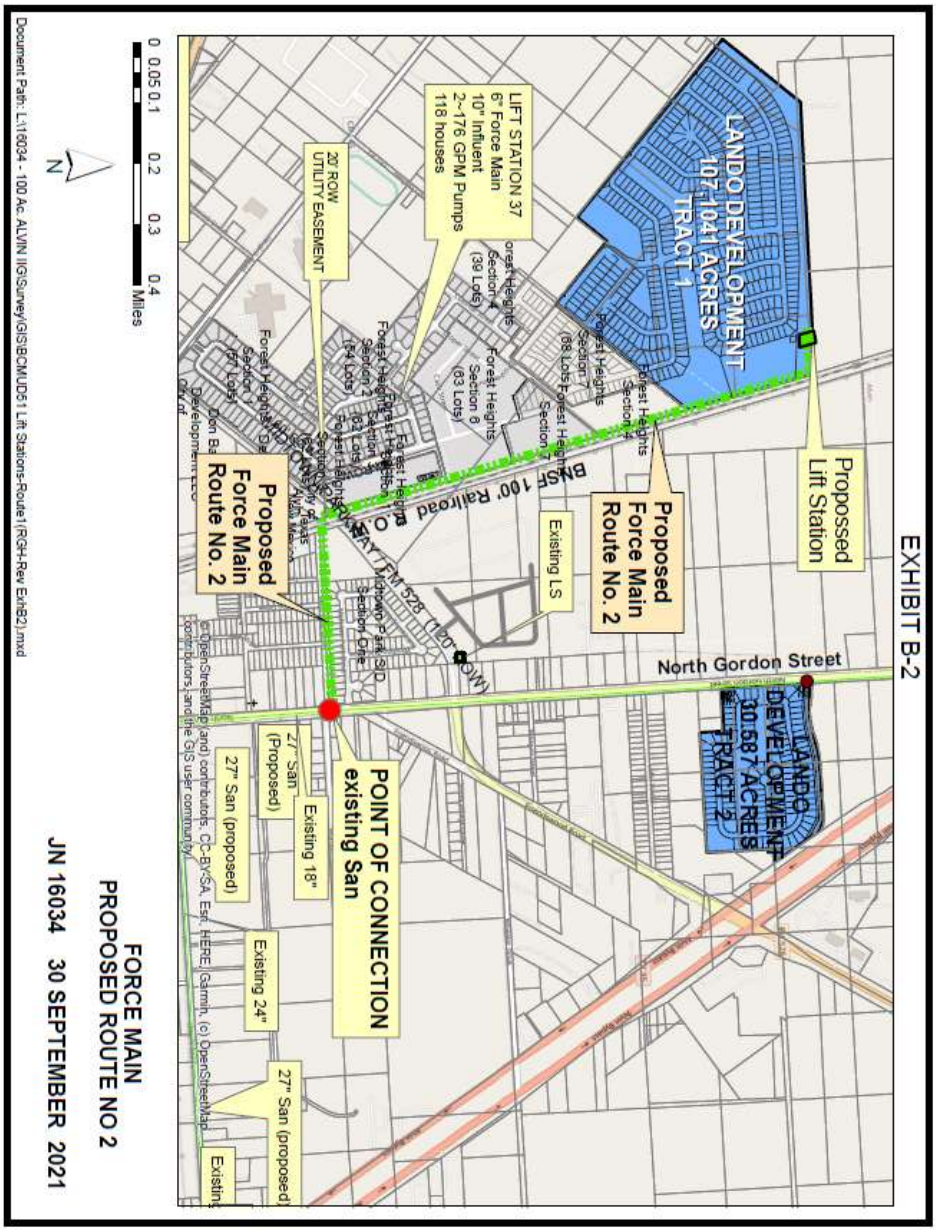


EXHIBIT C
Water Points of Connection

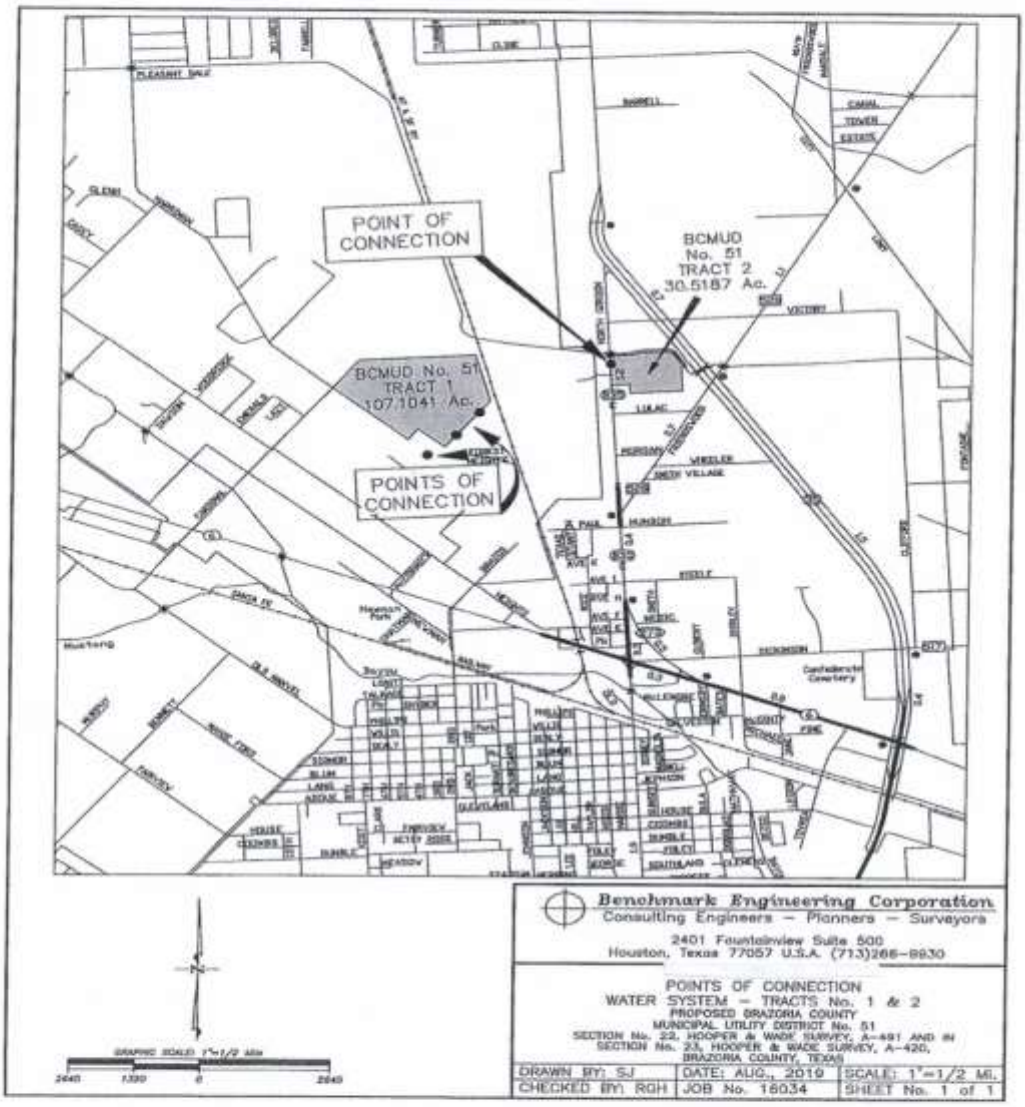


EXHIBIT D
UTILITY CONVEYANCE AND SECURITY AGREEMENT

STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS
COUNTY OF BRAZORIA §

Brazoria County Municipal Utility District No. 51 (the "District") has acquired certain improvements, structures, and facilities designed to provide water and wastewater to serve areas within the District's boundaries and the boundaries of the City of Alvin, Texas (the "City"). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District hereby conveys, transfers, and delivers to the City, its successors and assigns, subject to a security interest therein, those certain facilities described as follows:

Those certain facilities constructed by or on behalf of the District pursuant to the construction contract with _____, dated _____, 20_____, for the water distribution, wastewater collection, and storm water facilities to serve _____, and the construction contract with _____, dated _____, 20___, for the water distribution, wastewater collection, and storm water facilities to serve _____, together with any improvements, structures, storm sewer mains, plants, service pumps, storage reservoirs, electrical equipment, plant equipment, distribution lines, collection lines, water mains, lift stations, meters, valves, pipes, fittings, connections, meter boxes, laterals, easements, rights-of-way, licenses, operating rights and all other property therein whether real, personal or mixed, owned by the District in connection with the facilities being conveyed hereby, SAVE AND EXCEPT detention facilities (the "Facilities"). The detention facilities shall be owned and maintained by either the District or a ·property owners association.

The District has constructed the Facilities and is conveying the Facilities to the City pursuant to the Utility Services Contract, dated _____, 20_____, between the City, and Lando Development, Ltd., on behalf of themselves and Proposed Brazoria County Municipal Utility District No. 51, which was assumed by the District on _____ (the "Agreement"). This conveyance is made subject to the terms of the Agreement. The District hereby reserves (and the City grants) a security interest in the Facilities to secure the capacity reserved to the District in the Facilities under the Agreement.

The District hereby assigns to the City all rights, maintenance bonds, warranties and manufacturer's warranties, if any, owned or acquired by the District for the Facilities.

The City hereby agrees by its acceptance of this conveyance to operate and maintain the Facilities in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this conveyance is executed on _____, 20___.

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51.

By: _____

Name: _____

Title: _____

In accordance with the Agreement, the City hereby accepts this Utility Conveyance and Security Agreement on _____.

CITY OF ALVIN

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on _____, 20____, by _____ as _____ of the Board of Directors of Brazoria County Municipal Utility District No. 51, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public, State of Texas

[Notary Seal]

Exhibit E

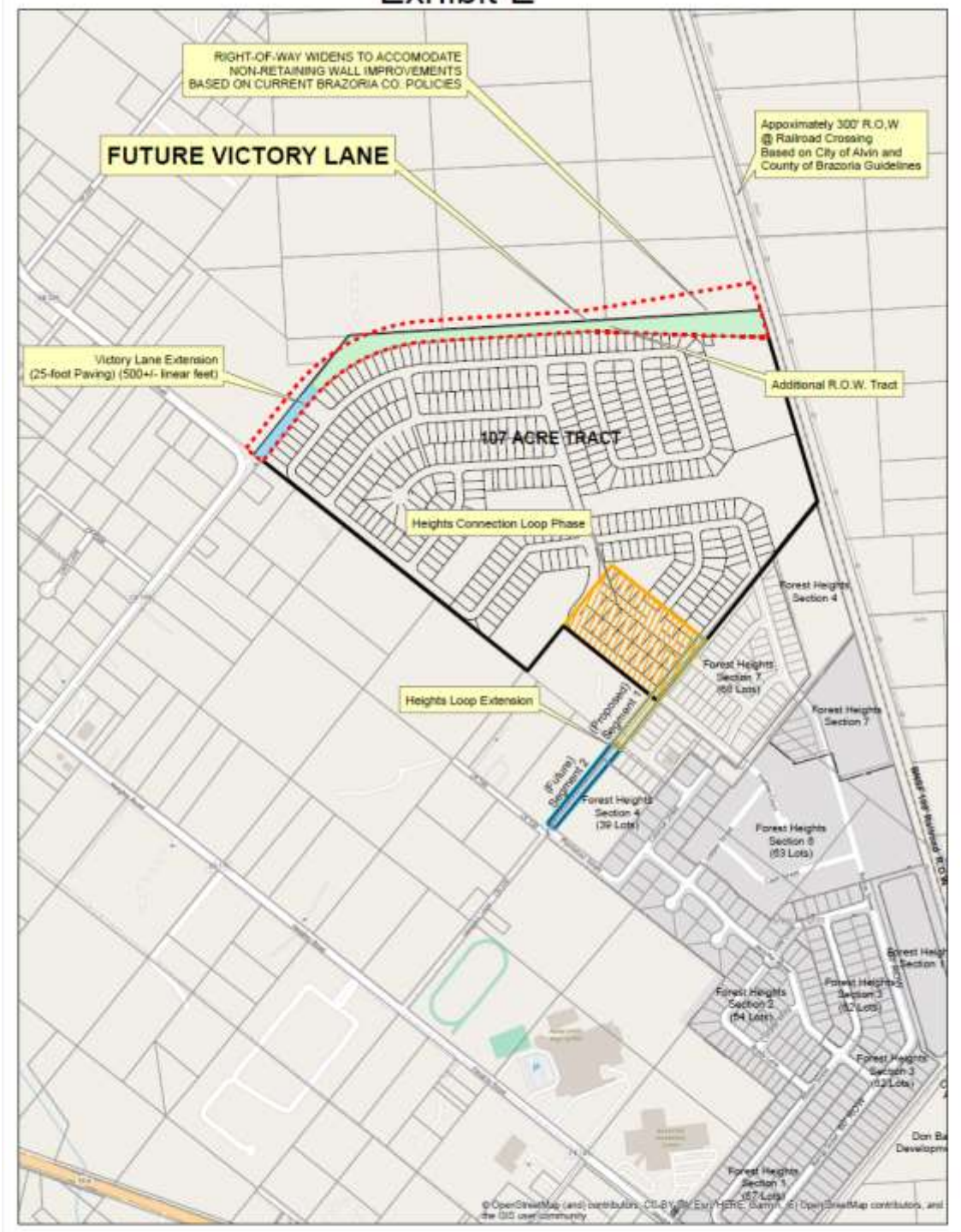

RIGHT-OF-WAY WIDENS TO ACCOMODATE NON-RETAINING WALL IMPROVEMENTS BASED ON CURRENT BRAZORIA CO. POLICIES
FUTURE VICTORY LANE
Appoximately 300' R.O.W @ Railroad Crossing Based on City of Alvin and County of Brazoria Guidelines
Victory Lane Extension (25-foot Paving) (500+/- linear feet)
Additional R.O.W. Tract
107 ACRE TRACT
Heights Connection Loop Phase
Heights Loop Extension
(Proposed) Segment 1
(Future) Segment 2
Forest Heights Section 4
Forest Heights Section 7 (68 Lots)
Forest Heights Section 7
Forest Heights Section 4 (39 Lots)
Forest Heights Section 6 (63 Lots)
Forest Heights Section 2 (54 Lots)
Forest Heights Section 3 (62 Lots)
Forest Heights Section 1 (57 Lots)
Legend
Future Victory Lane (R.O.W)
Victory Lane Extension
Additional R.O.W. Tract
Heights Connector Seg-1
107 Acre Tract Boundary
BCAD Parcels
Heights Connector Seg 2 (Future)
Heights Connection Loop Phase
GEOMETRICS OF FUTURE VICTORY LANE RIGHT-OF-WAY ARE APPROXIMATE AND ULTIMATE REQUIRED RIGHT-OF-WAY WIDTHS TO BE DETERMINED BY LAND OWNER AND BRAZORIA COUNTY
THIS EXHIBIT IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJUECT TO CHANGE. THIS EXHIBIT IS A SCANNED IMAGE AND NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. NO WARRANTY IS MADE TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
N
0 250 500 1,000 Feet

EXHIBIT F

SCHEDULE 2D
CITY OF ALVIN IMPACT FEES
ADOPTED SCHEDULE OF IMPACT FEES

EFFECTIVE DATES: NOVEMBER 1, 2018 UNTIL FURTHER AMENDMENT

Meter Size (inches)	Recommended Water Impact Fee	Recommended Wastewater Impact Fee	Total Recommended Impact Fees
5/8 or 3/4	$1,700	$2,650	$4,350
1	$2,839	$4,425	$7,264
1 1/2	$5,661	$8,824	$14,485
2	$9,061	$14,124	$23,185
3	$18,139	$28,275	$46,414
4	$28,339	$44,175	$72,514
6	$56,661	$88,324	$144,985
8	$90,661	$141,324	$231,985
10	$130,339	$203,175	$333,514
12	$300,339	$468,175	$768,514

EXHIBIT G

[AGREEMENT WITH THE COUNTY]

CITY OF ALVIN **City Manager's Office**
216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4230

TO: Mayor and City Council

From: Junru Roland, City Manager

Date: April 1, 2021

RE: Update on Developments & Special Districts

Lando Development (North of Forest Heights)

This development consists of two tracts. Tract 1 (107 acres): located north of County Road 529 at the existing end of Cardinal Drive; and Tract 2 (30 acres): bordering Highway 35 to the west, Alvin Bypass to the east, and is just northwest of FM 528 -- between Victory Ln and Lulac.

To date, the Developers have not begun detailed land planning or engineering design on their tracts. For this development, City Council consented to the creation of MUD 51 on 01/17/2019. Because the District intends to connect to the City's water & sewer system, MUD 51 is designated as a "city service district" pursuant to Section 54.016 of the Texas Water Code.

Staff, the Developers, and Brazoria County have been in the process of drafting a *Utility Services Agreement* for several months. The major delay in the *Utility Service Agreement* being presented to City Council for adoption is attributed to the Developers "delay" in providing to the County requested documents that would ensure the preservation of future right of way along the Cardinal Drive/Victory Lane extension – which is a part of the County's thoroughfare plan. The County is also requesting a trilateral agreement between the City, the County, and the Developers related to right of way preservation. As soon as the Developers, comply with the County's request, staff will present *the Utility Services Agreement* to City Council.

From: Junru Roland
To: Mayor and City Council
Cc: Dixie Roberts; Suzanne Hanneman
Subject: 4 things
Date: Wednesday, September 29, 2021 6:57:00 PM
Attachments: Lando Development - MUD 51 (North of Forest Heights).pdf
Bayou Point -- Council Minutes and Developer"s Presentation to Planning Commission.pdf

---

Mayor / Council

Lando Development (MUD 51):

Being that our next regular scheduled council meeting is October 21st, I am providing you information well in advance of the October 21st meeting. There are two tracts in this development: Tract 1 is located north of County Road 529 at the end of Cardinal Drive (CR 149); and Tract 2 is northwest of FM 528 between Victory Ln and Lulac. The delay in completing the *Utility Service Agreement* was a result of the County requesting a trilateral agreement between the City, County and the Developers related to the preservation of ROW along the Cardinal Drive/Victory Lane extension. This month County drafted the agreement and the City and the Developers are "in agreement".

A brief recap of the development includes:

- Tract 1 (107 acres) -- 395 lots (mostly 50' lots; some lots may be wider due to block length)
- Tract 2 (30 acres) – 126 lots (mostly 50' lots; some lots may be wider due to block length)
- Expected price range of homes: $280K - $360K
- Builders: K-Hovnanian, currently negotiating with several builders to be the 2nd builder
- Avg Sq ft of homes: 1700 – 2500

I have attached a map of the location of the development, previous Council memo updates, the Utility Service Agreement that we plan to place on the October 21st agenda, and the County's Tri-lateral Agreement for the Extension of Cardinal Drive (County Road 149) that we also plan to place on the October 21st agenda.

As a side note on this development, the City's current Planned Unit Development ordinance (adopted March 2020) requires an average lot size of 60' for planned unit developments. This

development is being recommended to be grandfathered under the City's previous lot size regulation of 50' because Council approved the creation of the MUD in 2019 as well as the *Utility Service Agreement* negotiations for this development started back in 2018.

Junru Roland
CPFIM, CGFM, CGFO, CPA, CPM
City Manager
City of Alvin
(281) 388-4230 Work
jroland@cityofalvin.com
Office Hours: M - Thrs 7 am- 6 pm
Serving with Pride!

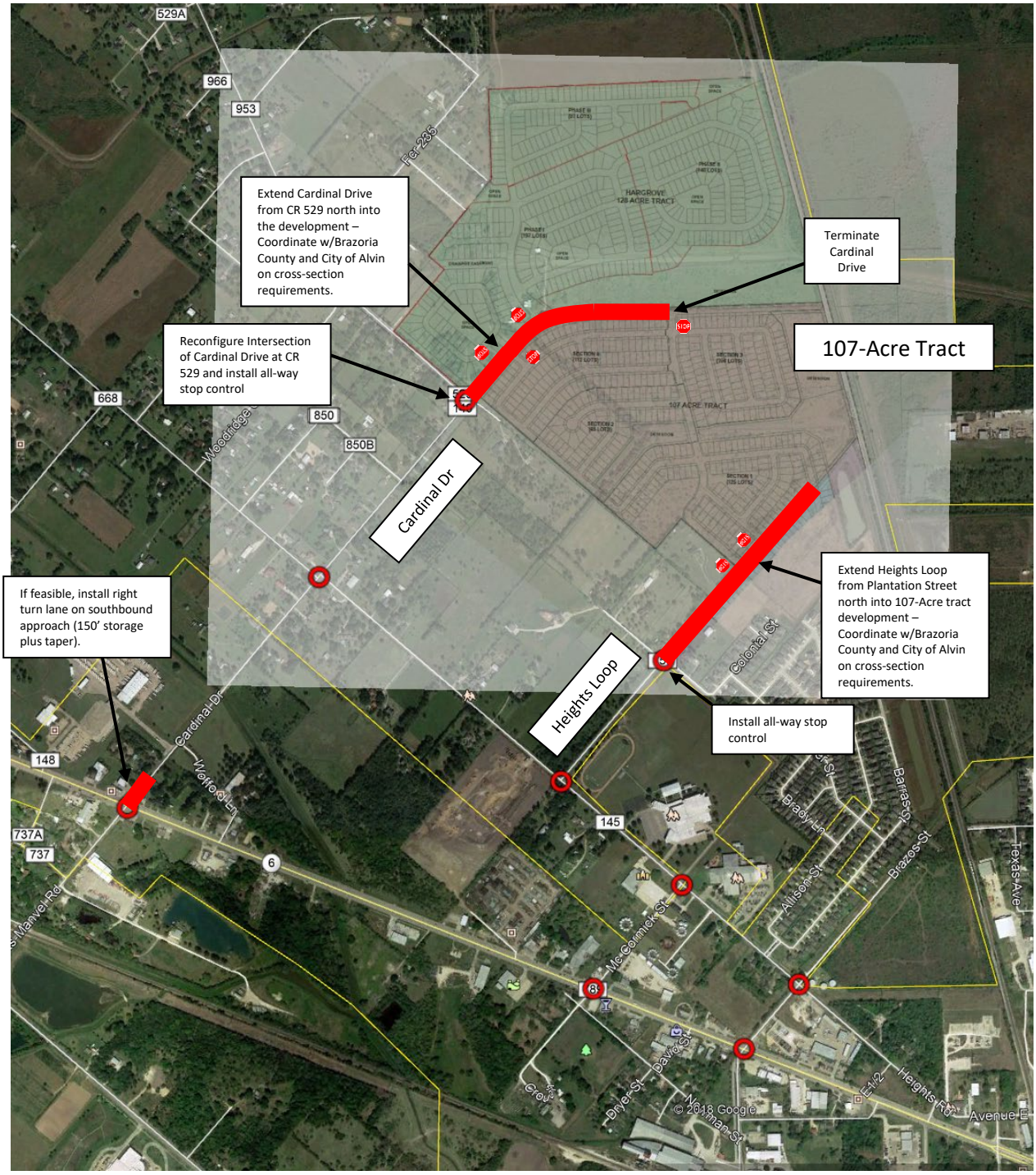


Exhibit A21. Proposed Mitigation Schematic.

Map not to scale, north to top of page

Intersections Circled in Red Included in Analysis

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Legal Department **Contact:** Mark Swaim, City Attorney

Agenda Item: Consider Resolution 26-R-33 approving a *Lift Station/Force Main Oversize Cost Participation Agreement* with Brazoria County Municipal Utility District 51 and KB Home Lone Star, Inc and authorize the Mayor to sign the agreement upon legal review.

Type of Item: Resolution

Summary: This is an Agreement for the Lift Station/Force Main Oversize Cost Participation between the City of Alvin, KB Home Lone Star, Inc., and Brazoria County Municipal Utility District No. 51 (MUD 51).

On November 20, 2025, the City entered into an Oversizing Agreement with MUD 51 and Beazer Homes Texas, L.P. for an oversized lift station and force main (included in council packet). The agreement provided for MUD 51 to design and construct the Oversized Facilities to serve the Beazer property while increasing capacity in anticipation of future development in the area.

The City of Alvin's combined water and wastewater impact fee is $9,200 for a standard meter. Under the agreement, the City is responsible for its Project Allocation Share of the oversizing costs and may meet that obligation either through payment or the issuance of impact fee credits. The estimated total cost of the Oversized Facilities established in the November 2025 agreement was $2,152,850, with the City's Project Allocation Share estimated at $1,172,657.40, representing the additional capacity associated with 128 acres of future development.

The proposed agreement with KB Home is the next step in that funding structure. Upon KB Home's closing on the property, KB Home will be responsible for the City's Project Allocation Share under the November 2025 Oversizing Agreement. How that occurs depends on whether the City has already satisfied any portion of its obligation:

1. **If the City has already paid any portion of its Project Allocation Share:** KB Home will reimburse the City for those amounts and assume responsibility for any remaining amounts owed to MUD 51.
2. **If the City has issued impact fee credits:** KB Home will pay the City the dollar amount of the impact fee credits issued and assume responsibility for any remaining amounts owed to MUD 51.
3. **If the City has neither paid any amounts nor issued impact fee credits:** KB Home will assume the City's obligation to pay its Project Allocation Share.

Upon KB Home's closing on the property and reimbursement or assumption of the applicable obligations, the City will have no further payment or impact fee credit obligations to MUD 51 under the

November 2025 Oversizing Agreement.

This agreement completes the funding structure contemplated under the November 2025 Oversizing Agreement by providing for KB Home to reimburse or assume the City's Project Allocation Share associated with the Oversized Facilities.

Staff recommends approval of the Lift Station/Force Main Oversize Cost Participation Agreement between the City of Alvin, KB Home Lone Star, Inc., and Brazoria County Municipal Utility District No. 51.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Account: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/26/26

Finance Review Required: N/A __ Required X **Date Completed:** _____

Supporting documents attached:

1. Res 26-R-33 Lift Station Force Main Oversize Cost Participation Agreement
2. Exhibit A; Lift Station Agreement with KB Homes; Sept 2026
3. BCMUD51 Oversizing Agreement; November 2025
4. Oversize Agreement Map; November 2025

Recommendation: Move to approve Resolution 26-R-33 approving a *Lift Station/Force Main Oversize Cost Participation Agreement* with Brazoria County Municipal Utility District 51 and KB Home Lone Star, Inc and authorize the Mayor to sign the agreement upon legal review.

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: X

RESOLUTION 26-R-33

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE LIFT STATION/FORCE MAIN OVERSIZE COST PARTICIPATION AGREEMENT BETWEEN THE CITY OF ALVIN, KB HOME LONE STAR INC., AND BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the "City"), is a municipal corporation that provides a full range of governmental services to its citizens, and the City owns and operates water production and distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

WHEREAS, Brazoria County Municipal Utility District No. 51 (the "District") is a conservation and reclamation district and a political subdivision of the State of Texas, created by the Texas Commission on Environmental Quality.

WHEREAS, the KB Homes Lone Star ("Developer") is under contract to purchase and intends to develop certain real property located in the City of Alvin, Texas, (the "**Property**"). Upon closing on the purchase of the Property and the granting of consent by the City to annex the Property into the District, the Property will be annexed into the District; and

WHEREAS, The City, the District, and Beazer Homes Texas, L.P. entered into that certain Lift Station/Force Main Oversize Cost Participation Agreement dated November 20, 2025 (the "**Oversizing Agreement**"), wherein the City committed to either pay for its Project Allocation Share of the Construction Costs (as defined in the Oversizing Agreement) for the oversized lift station or issue Impact Fee Credits (as defined in the Oversizing Agreement) to the District; and

WHEREAS The City, Developer, and the District desire to clarify how the City's Project Allocation Share of Construction Costs for the Oversized Facilities (all as defined in the Oversizing Agreement) will be paid in the event that Developer closes on the purchase of the Property;

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

Section 1. Findings

(a) The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that the terms of this Resolution will be beneficial to the City and its citizens.

Section 2. Approval of Lift Station/Force Main Oversize Cost Participation Agreement. City Council does hereby approve the Lift Station/Force Main Oversize Cost Participation Agreement between the City, KB Home Lone Star Inc., and the Brazoria County Municipal Utility District Number 51.

Section 3. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 4. Effective Date. The Resolution shall take effect upon its passage.

PASSED AND APPROVED on this the 3rd day of September 2026.

CITY OF ALVIN, TEXAS **ATTEST**

By_____ By_____
Gabe Adame, Mayor Dixie Roberts, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

LIFT STATION/FORCE MAIN OVERSIZE COST PARTICIPATION AGREEMENT BETWEEN THE CITY OF ALVIN AND KB HOME LONE STAR, INC.

This Lift Station/Force Main Oversize Cost Participation Agreement (this "**Agreement**"), is made and entered into as of September 3, 2026 (the "**Effective Date**"), by and between the City of Alvin (the "**City**"), KB Home Lone Star, Inc., a Texas corporation ("**Developer**"), and Brazoria County Municipal Utility District No. 51 (the "**District**") (the City, Developer, and the District are referred to herein individually as a "**Party**" and collectively as the "**Parties**").

RECITALS:

Developer is under contract to purchase and intends to develop certain real property located in the City of Alvin, Texas, described on **Exhibit A**, attached hereto and made a part hereof for all purposes (the "**Property**"). Upon closing on the purchase of the Property and the granting of consent by the City to annex the Property into the District, the Property will be annexed into the District.

The City, the District, and Beazer Homes Texas, L.P. entered into that certain Lift Station/Force Main Oversize Cost Participation Agreement dated November 20, 2025 (the "**Oversizing Agreement**"), wherein the City committed to either pay for its Project Allocation Share of the Construction Costs (as defined in the Oversizing Agreement) for the oversized lift station or issue Impact Fee Credits (as defined in the Oversizing Agreement) to the District.

The City, Developer, and the District desire to clarify how the City's Project Allocation Share of Construction Costs for the Oversized Facilities (all as defined in the Oversizing Agreement) will be paid in the event that Developer closes on the purchase of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Developer do hereby agree as follows:

1. Developer Payment Obligations. As of the date that Developer closes on the purchase of the Property (the "Closing Date"), Developer agrees that it will be responsible for payment of the City's Project Allocation Share of Constructions Costs for the Oversized Facilities as follows:

(a) If the City has paid the District any amounts pursuant to the Oversizing Agreement, Developer shall (i) reimburse the City for such amounts in accordance with Section 2 below, and (ii) assume the City's obligations to pay any remaining amounts owed by the City to the District pursuant to the Oversizing Agreement in accordance with a separate agreement with the District. Thereafter, the City shall have no further payment or Impact Fee Credit obligations to the District under the Oversizing Agreement.

(b) If the City has already issued Impact Fee Credits pursuant to the Oversizing Agreement, Developer shall (i) pay the City for the dollar amount of Impact Fee Credits issued by the City to the District in accordance with Section 2 below, and (ii) assume the City's obligations to pay any remaining amounts owed by the City to the District pursuant to the Oversizing Agreement in accordance with a separate agreement with the District. Thereafter, the City shall have no further payment or Impact Fee Credit obligations to the District under the Oversizing Agreement.

(c) If the City has neither paid the District any amounts nor issued Impact Fee Credits pursuant to the Oversizing Agreement, Developer shall assume the City's obligations to pay the City's Project Allocation Share of Constructions Costs under the Oversizing Agreement in accordance with a separate agreement with the District. Thereafter, the City shall have no further payment or Impact Fee Credit obligations to the District under the Oversizing Agreement.

2. Final Accounting. Any payments to the City by Developer pursuant to Sections 1(a) or (b) above shall be subject to a modified Oversized Facilities Final Accounting (as defined in the Oversizing Agreement) as set forth in this Section 2. Within 30 days after completion and final acceptance of the Oversized Facilities by the City, the District shall cause its engineer and bookkeeper to prepare a final report confirming the amounts paid by the City towards the costs of the Oversized Facilities (the "**Modified Oversized Facilities Final Accounting**"), which accounting shall include the cost of such report. The Modified Oversized Facilities Final Accounting shall state the costs actually paid by the City (or Impact Fee Credits issued, as applicable) for the Oversized Facilities (the "City Portion"). The Modified Oversized Facilities Final Accounting shall be provided to the Parties within 45 days after the Closing Date. Upon receipt of the Modified Oversized Facilities Final Accounting, the City shall provide Developer and the District with an invoice for the amount of the City Portion as shown in the Modified Oversized Facilities Final Accounting. Within 30 days of the date of receipt of such invoice by Developer and the District, Developer on behalf of the District shall pay the

City the amount of the City Portion. Upon payment by Developer to the City pursuant to this Section 2, the Oversized Facilities Final Accounting shall no longer be required to be provided to the City under the Oversizing Agreement.

3. Notice. All notices, payments, or communications to be given or made pursuant to this Agreement by the Parties shall be sent by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested; via overnight delivery with tracking; by delivering the same in person to such Party; or by electronic mail, if not payment is being made. Notice given by United States mail shall be effective three (3) days after deposit in the United States mail. Notice given in any other manner shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to the District:	Brazoria County Municipal Utility District No. 51 c/o Allen Boone Humphries Robinson LLP Attn: Katie Sherborne 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 E-mail: ksherborne@abhr.com
If to the City:	City Manager Junru Roland 216 West Sealy Street Alvin, Texas 77511 Email: junru.roland@cityofalvin.com
If to Developer:	KB Home Lone Star Inc. Attn: Harris Pratka and Romel Fernandez 11314 Richmond Avenue Houston, TX 77042 Phone: (832) 265-9651; (281) 668-3834 Email: hpratka@kbhome.com rfernandez@kbhome.com
With a copy to:	KB Home Lone Star Inc. Attn: Keith Brittain- Regional Counsel 4800 Fredericksburg Road San Antonio, Texas 78229 Phone: (210) 301-2826 Email: kbrittain@kbhome.com

KB Home Lone Star Inc.

Attn: Mathew Thompson-VP,
Managing Regional Counsel
10800 Pecan Park Blvd., Suite 200
Austin, TX 78750
Phone: (512) 651-8072
Fax: (800) 516-1293
Email: mthompson@kbhome.com

The Parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period shall be extended to the first business day following such Saturday, Sunday or legal holiday.

4. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5. Counterparts. This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

6. Venue. Any and all suits for any breach of this Agreement, or any other suit pertaining to or arising out of this Agreement, shall be brought in a court of competent jurisdiction in Brazoria County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

7. Entire Agreement. This instrument embodies the entire agreement of the Parties hereto and there are no promises, terms, conditions, or obligations other than those contained or incorporated herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the Parties hereto with respect to the subject matter of this Agreement.

8. Termination. In the event that Developer does not close on the Property by December 31, 2026 (the "Termination Date"), this Agreement shall automatically

terminate and Developer shall have no payment obligations under the Oversizing Agreement.

9. Miscellaneous.

a. Pursuant to Section 2270.002, Texas Government Code, Developer hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

b. Developer hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

c. By signing and entering into this Agreement, Developer verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

d. By signing and entering into the Agreement, Developer verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm

trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

e. The Parties agree that this Agreement is an agreement for goods and services to the City pursuant to Texas Local Government Code 271.151.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of the Effective Date.

CITY OF ALVIN, TEXAS

_____

Mayor

ATTEST:

_____

City Secretary

KB HOME LONE STAR, INC.,
a Texas corporation

By:_____
Name:_____
Title:_____

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

By:_____
Name:_____
Title:_____

Exhibit A

Property Description

METES AND BOUNDS DESCRIPTION
128.5808 ACRES
BRAZORIA COUNTY, TEXAS
February 25, 2026

Being a 128.5808 acre tract of land being a portion of land conveyed by Special Warranty Deed dated July 30, 1992 to Tommaso Achille and wife Mary C. Achille as recorded under Clerk's File No. 92-024540 of the Official Public Records of Real Property, Brazoria County, Texas, all of a called 7.03 acre tract as conveyed by Warranty Deed with Vendor's Lien dated May 12, 1994 to Tommaso Achille and wife, Mary C. Achille as recorded under Clerk's File No. 94-018673 of the Official Public Records of Real Property, Brazoria County, Texas and being a portion of Lot 48 and all of Lot 49 of Wellman Subdivision as recorded under Volume 8, Page 622 of the Deed Records of Brazoria County, Texas, all of Lots 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of the C.M. Harrison Subdivision as recorded under Volume 2, Page 21 of the Plat Records of Brazoria County, Texas, and a portion of Lot 4 of Pierce's Addition as recorded under Volume 46, Page 7 of the Brazoria County Plat Records and all being situated in the ACH&B Survey, Abstract No. 412 and the Hooper & Wade Survey, Abstract No. 485, Brazoria County, Texas, and being more particularly described by metes and bounds as follows: *(all bearings herein are based on the Texas State Plane Coordinate System, South Central Zone (No. 4204)*

COMMENCING at a point in the called centerline of County Road 149, the south corner of said Lot 48 of Wellman Subdivision;

THENCE North 38°33'44" East, along the southeast line of said Lot 48, Wellman Subdivision and along the centerline of Cardinal Drive (Dirt Road), for a distance of 19.90 feet to a 5/8-inch iron rod with cap stamped "Benchmark Engr" set for the **POINT OF BEGINNING** of herein described tract of land at the northeast corner of a called 20-foot strip of land dedicated to Brazoria County as recorded under Volume 717, Page 8 of the Deed Records of Brazoria County, Texas;

THENCE North 51°09'03" West, along the north line of said 20-foot strip, for a distance of 862.00 feet to a 5/8-inch iron rod with cap found for corner at the south corner of Lot 2, Block 1 of Achille Estates as recorded under Plat Number 2015043999 of the Plat Records of Brazoria County, Texas;

THENCE North 38°34'18" East, along the southeast line of said Lot 2, Block 1 of Achille Estates, for a distance of 639.75 feet to a 5/8-inch iron rod found for corner at the easternmost corner of said Lot 2;

THENCE North 51°07'52" West, along the northeasterly line of said Lot 2 of said Achille Estates, for a distance of 170.13 feet to a ½-inch iron rod with cap found at the northernmost corner of said Lot 2 and being situated in the southeast line of a called 0.955 acre tract as conveyed by General Warranty Deed dated March 26, 2012 to Cristino Garcia and Ana Maria Garcia as recorded under Clerk's File No. 2012012467 of the Official Public Records of Real Property, Brazoria County, Texas and being the westernmost corner of Lot 49 of said Wellman Subdivision;

THENCE North 38°31'28" East, along the northwest line of Lot 49 of said Wellman Subdivision, for a distance of 824.27 feet to a 1/2-inch iron rod found at the northernmost corner of said Lot 49, from which a 5/8-inch iron rod was found bearing South 35°56'34" West, 14.20 feet at the easternmost corner of a called 0.735 acre tract as conveyed by Deed of Trust dated February 23, 1991 to Ricardo Coronado and wife Pauline R. Coronado as recorded under Clerk's File No. 1991006565 of the Official Public Records of Real Property, Brazoria County, Texas;

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THENCE along the monumented and occupied east line of Lot 58 of said Wellman Subdivision the following three (3) courses:

1) North 02°36'39" West, for a distance of 418.00 feet to a 1/2-inch iron rod found at the northeast corner of a called 1.0260 acre tract as conveyed by a Deed to Iglesia Fuente De Agua Viva recorded under Clerk's File No. 2016030956 of the Official Public Records of Real Property, Brazoria County, Texas;

2) North 04°28'01" West, for a distance of 241.26 feet to a 1/2-inch iron rod with cap found at the northernmost corner of a called 1,349.64 square foot tract (Tract II) as conveyed by Warranty Deed to Martin Coronado recorded under Clerk's File No. 2021045919 of the Official Public Records of Real Property, Brazoria County, Texas;

3) North 07°13'53" West, for a distance of 82.18 feet to a 3/4-inch iron pipe found at the northwest corner of Lot 52 of said C.M. Harrison Subdivision;

THENCE North 86°30'36" East, along the north line of said Lots 42, 48 and 52 of said C.M. Harrison Subdivision, for a distance of 2,309.84 feet to a 1/2-inch iron rod with cap found at the northeast corner of Lot 42 of said C.M. Harrison Subdivision situated in the southwest right-of-way line of G.C. & S.F. Railroad;

THENCE South 16°31'23" East, along the southwest right-of-way line of said G.C. & S.F. Railroad and the northeast line of said C.M. Harrison Subdivision, for a distance of 1,915.84 feet to a 3/4-inch iron pipe found at the southeast corner of Lot 44 of said C.M. Harrison Subdivision and the northeast corner of a called 107.1041 acre tract as conveyed by Special Warranty Deed dated February 14, 2024 to Beazer Homes Texas, L.P., as recorded under Clerk's File No. 2024006584 of the Official Public Records of Real Property, Brazoria County, Texas;

THENCE South 86°29'43" West, along the south line of said C.M. Harrison Subdivision and along the north line of said 107.1041 acre tract, for a distance of 2,360.99 feet to a 1/2-inch iron pipe found at the northwest corner of said 107.1041 acre tract, from which a 5/8-inch iron rod bears North 79°25'59" West, 2.57 feet;

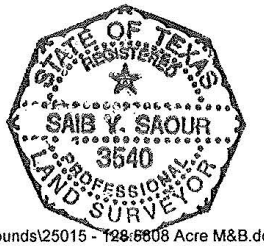
THENCE South 38°35'53" West, along the northwest line of said 107.1041 acre tract for a distance of 869.27 feet to a 5/8-inch iron rod with cap stamped "Benchmark Engr" set for an exterior corner of the herein described tract and the western most corner of said 107.1041acre tract;

THENCE North 51°31'20" West, for a distance of 1.60 feet to a 5/8-inch iron rod with cap stamped "Benchmark Engr" set for an interior corner of the herein described tract;

THENCE South 38°33'44" West, along the southeast line of Lot 48 of said Wellman Subdivision, for a distance of 17.05 feet to the **POINT OF BEGINNING** of herein described tract and containing within these calls 128.5808 acres or 5,600,978 square feet of land.

This description was prepared in connection with a Survey Map prepared by Benchmark Engineering Corporation. Job No. 25015.

Saib Y. Saour, R.P.L.S.
Texas Registration No. 3540
TBPLS Firm Registration Number 10009000



THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

LIFT STATION/FORCE MAIN OVERSIZE COST PARTICIPATION AGREEMENT BETWEEN THE CITY OF ALVIN, BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51, AND BEAZER HOMES TEXAS, L.P.

This Lift Station/Force Main Oversize Cost Participation Agreement (this "**Agreement**"), is made and entered into as of November 20, 2025 (the "**Effective Date**"), by and among the City of Alvin (the "**City**"); Brazoria County Municipal Utility District No. 51 (the "**District**"); and Beazer Homes Texas, L.P., a Delaware limited partnership ("**Developer**") (the City, the District, and Developer are referred to herein individually as a "**Party**" and collectively as the "**Parties**").

RECITALS:

Developer is developing certain real property located in the City of Alvin, Texas, described on **Exhibit A**, attached hereto and made a part hereof for all purposes (the "**Property**"). The Property is located within the District.

The District, with advances from Developer, must design, construct and install a lift station to service the Property (the "**Required Facilities**").

The City wishes for the District to oversize the Required Facilities to expand its utility system and ensure adequate utility service to potential future customers, which oversized lift station consists of a wet well, pumps, discharge pipes, header, force main, generator, electrical & control improvements, fence and gate, offsite waterline, sanitary sewer, storm sewer, all-weather roadway, and other miscellaneous improvements, as shown on **Exhibit B**, attached hereto and incorporated herein by reference (the "**Oversized Facilities**").

Pursuant to Section 2.1.4 of the Utility Services Contract between the City and Lando Development, Ltd. on Behalf of Themselves and the District, which has been assigned to the District (as assigned, the "**Utility Agreement**"), the City is required to participate in the cost of designing, constructing and installing the Oversized Facilities and fund the greater of (a) its pro rata share of the construction costs of any oversized facilities (based upon the additional capacity necessitated by the City's requirement of or request for oversized facilities, or (b) the difference between the construction costs for any oversized facilities and what would have been the construction costs for the facilities needed to serve the District only.

The City, the District, and Developer desire to enter in this Agreement to provide for oversizing of improvements required to increase the capacity of a lift station in anticipation of future development in the area.

The City, the District, and Developer desire to set forth, in writing, their understandings and agreement regarding the design, construction and installation of

the Oversized Facilities and any other facilities that serve the Property that City requests to be oversized in accordance with its ordinances, as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein Developer, the District, and the City do hereby agree as follows:

1. Definitions. The capitalized terms and phrases used in this Agreement shall have the following meanings:

"Construction Costs" shall mean all costs associated with the design and construction of the Oversized Facilities, including, but not limited to, design costs; costs of construction and acquisition; setup and installation fees paid in connection with the Facilities; costs of acquiring necessary licenses or permits; engineering studies, engineering, fiscal, legal, and administrative costs; costs of material and soil testing; storm water pollution prevention plan enforcement costs; geotechnical, inspection and engineering costs for construction- phase services; costs of legal proceeding or judgment; land costs, whether fee title or easements, and all other items and expenses of a similar or different nature reasonably required for the construction or acquisition of the Oversized Facilities, including contingencies.

"Force Main" shall mean the 8" force main and gravity line North Gordon Street to be constructed by the District and tying into the City's sanitary sewer line along North Gordon Street, in the location shown on **Exhibit B-1** attached hereto.

"Impact Fees" shall mean the water impact fee and wastewater impact fee imposed by the City.

"Impact Fee Credits" means Impact Fee credits given by the City to Developer or the District in an amount equal to the City's Project Allocation Share of the Construction Costs. Such amounts shall be calculated by the District Engineer and provided to the City together with backup documentation supporting such calculation. Impact Fee Credits may be used to offset any Impact Fees owed and not yet paid for any connections within the District.

"Lift Station" shall mean the oversized lift station consisting of a wet well, pumps, discharge pipes, header, generator, electrical & control improvements, fence and gate, offsite waterline, sanitary sewer, storm sewer, all-weather roadway, and other miscellaneous improvements, as shown on **Exhibit B**, attached hereto and incorporated herein by reference, to be designed and constructed by the District to serve the Property.

"Oversized Facilities" shall mean the Lift Station and the Force Main.

"Project Allocation Share" shall mean either the City's or the District's percentage share of the Construction Costs of the Oversized Facilities, as shown on **Exhibit C.**

2. Term. This Agreement becomes effective upon the Effective Date and shall remain in effect until the Oversized Facilities are completed, have been accepted by the City, and the City has either (a) paid for its Project Allocation Share of the Construction Costs in accordance with the terms hereof, or (b) issued Impact Fee Credits to Developer or the District in accordance with the terms hereof, unless earlier terminated in writing and executed by the City, the District, and Developer.

3. Scope of Work. The District shall design, install, and construct the Oversized Facilities.

4. Construction of the Oversized Facilities.

A. Oversized Facilities. Construction Costs will be allocated between the City and the District based on each Party's Project Allocation Share. The City shall, at its option, either (i) pay for its Project Allocation Share of the Construction Costs, or (ii) issue Impact Fee Credits to the District or Developer. No other party has an interest in the projected flows to be served by the Oversized Facilities.

B. City's Initial Advance. If the City chooses to pay for one hundred percent (100%) of the Construction Costs for any oversizing of the Required Facilities, upon receipt of the estimated Construction Costs (the "**Estimated Construction Costs**") from the District engineer, the District shall invoice the City the City's Project Allocation Share of such Construction Costs. Such invoice shall be due and payable within fifteen (15) days of receipt by the City. The District will deposit the funds paid by the City (the "**City's Initial Advance**") into its operating funds account and separately account for the City's Initial Advance. The City's Initial Advance will only be applied by the District to the City's Project Allocation Share of the Construction Costs. The District shall cause its bookkeeper to provide monthly written reports of the use of the City's Initial Advance. The District's books will be available for inspection by the City upon reasonable notice. Notwithstanding the foregoing, if the City fails to make timely payment of the City's Initial Advance in accordance with or issue Impact Fee Credits in the amount of the City's Initial Advance on the same timeline as payment within this Section 2.B., the District shall be allowed to proceed with construction of the Required Facilities as originally intended and shall not be required to design and construct the Oversized Facilities.

C. Design and Plan Approval. Upon receipt of the City's Initial Advance or issuance of the Impact Fee Credits, as applicable, the District engineer shall design the Lift Station to be located on the site along Cardinal Dr. shown on **Exhibit B** attached hereto, and the Force Main, each of which

may be designed under a separate set of plans and specifications The plans and specifications for the Lift Station (the "**Lift Station Plans**") and the Force Main (the "**Force Main Plans**") shall each be subject to review and approval by the District, the City, and any other regulatory authorities with jurisdiction and may be submitted separately to the City for review and approval. No changes shall be made to the Lift Station Plans or the Force Main Plans without the prior written approval of the City.

D. Plan Approval and Delay. The City agrees to (i) review each of the Lift Station Plans and the Force Main Plans when submitted and provide approval or reasonable comments within fifteen (15) days of receipt of the Lift Station Plans or the Force Main Plans from the District (and, if a response is required to any comments received, subsequent review(s) and approval or comments shall likewise occur within fifteen (15) days of receipt from the District); (ii) allow development that would have been served by the Required Facilities and single-family home construction to proceed prior to completion of design and construction of the Oversized Facilities and the Force Main; (iii) permit certificates of occupancy to be issued for the single-family homes being constructed pursuant to this Section 3.D. prior to completion and acceptance of the Oversized Facilities; and (iv) until the Lift Station and the Force Main have both been completed and accepted by the City allow the District to either (a) pump and haul wastewater discharge, at its sole expense, from a point to be designated by the District if the Force Main is not complete and operational, or (b) pump, with a generator if needed, the sewer line from the last sanitary sewer manhole to the Force Main if the Force Main is complete and operational. If the City has not approved or provided comments to either the Lift Station Plans or the Force Main Plans within the time period specified herein, such Plans shall be deemed approved.

Furthermore, the City agrees that, within the Berry Creek subdivision, the District may submit construction plans for: (i) demolition and clearing, (ii) grubbing and mass grading, (iii) the storm sewer pump station, and (iv) water, sewer, drainage, and paving improvements within each section (with each set of plans and specifications for an identified type of work being referred to as the "**Section Plans**") for review and approval by the City separately, and the City shall not delay the approval of each of the Section Plans because either the Lift Station Plans, the Force Main Plans, or any of the other Section Plans have not yet been submitted. Upon approval of any of the Section Plans, Developer may proceed with plat recordation and the District may pull construction permits for and proceed with construction of any work set forth within such Section Plans. Upon completion of water, sewer, drainage and paving improvements for a section within the Berry Creek subdivision, Developer may request and obtain taps and meters for water and sewer services to the homes within such section even if the Lift Station and the Force Main are not yet complete.

E. Advertising for Bid. The construction contracts for the Oversized Facilities shall be advertised in accordance with the competitive bidding rules applicable to the District. Prior to award of a construction contract for the Oversized Facilities, the District shall provide to the City's engineer copies of the bids, bid tabulation, and recommendation of award. The City shall have ten (10) business days to review and provide written objections on the recommendation of award of the construction contract. If the City fails to object within the ten (10) business day timeframe, the recommendation of award will be deemed approved by the City. The District shall consider all reasonable objections to the recommendation of award but the final decision regarding award of a construction contract remains with the District.

F. City's Second Advance. Upon receipt of bids by the District for the Oversized Facilities, in the event that the actual bid price in the contract to be awarded by the District for the construction of the Oversized Facilities, plus contingencies in the amount of ten percent (10%) (the "**Actual Contract Costs**"), exceed the amount of the contract costs set forth in the Estimated Construction Costs (the "**Estimated Contract Costs**"), either (i) the District shall invoice the City for City's Project Allocation Share of the difference between the Actual Contract Costs and the Estimated Contract Costs (the "**City's Second Advance**"(the City's First Advance and the City's Second Advance or any other advance to be made by the City hereunder, if applicable, shall be referred to collectively herein as the **City's Advance**"), together with a copy of the bid to be awarded by the District, or (ii) the District shall submit to the City the amount of the City's Second Advance together with a copy of the bid to be awarded by the District, and the City shall issue additional Impact Fee Credits in such amount, as applicable. Any invoice hereunder shall be due and payable to the District or any increase in the Impact Fees shall be issued by the City within thirty (30) days of receipt by the City, in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. If the City fails to make timely payment of the City's Second Advance or issue additional Impact Fee Credits in accordance with this Section 2.B., the District shall be allowed to proceed with construction of the Required Facilities as originally intended and shall not be required to construct the Oversized Facilities.

G. Construction. The Oversized Facilities shall be constructed, and all easements, fee title, equipment, materials, and supplies required in connection therewith shall be acquired or leased, as applicable, in the name of the District. Subject to receipt of the City's Advance, the Oversized Facilities shall be awarded, and payment and performance bonds obtained all in accordance with the laws governing municipal utility districts in Texas and in full compliance with the rules and regulations of the Texas Commission on Environmental Quality and any other agencies having jurisdiction. The District shall take all appropriate actions to ensure that the Oversized Facilities are constructed in a good and workmanlike manner with all reasonable diligence. Within thirty (30) days after completion and acceptance of the Oversized

Facilities by the District, the District shall convey the Oversized Facilities, together with any required real property interests, to the City for ownership and operation.

H. Prior to the final payment to a contractor for any portion of the Oversized Facilities:

i. The Oversized Facilities must be (i) completed by the District; (ii) reviewed and inspected by the City; and (iii) approved and accepted by the City. During the work on the Oversized Facilities, the City has the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress; and

ii. At the time of substantial completion of the construction contract (as defined by the construction contract) or substantial completion of a phase of the construction contract for the Oversized Facilities, the District shall provide record drawings to the City, notify the City of substantial completion and request a final walk through of the work. The City Public Works Inspector shall schedule a final walkthrough within ten (10) days of notification of substantial completion and receipt of record drawings. The City shall then promptly conduct a final walk through of the Oversized Facilities and provide punch list of items to be remedied by the contractor, and the District shall cause the contractor to correct any deficiencies noted by the City in its punch list to the City's satisfaction prior to final acceptance. The City shall schedule any necessary re-inspections within ten (10) days of notice that the punch list items have been completed.

I. Change Orders. All change orders under a construction contract for the Oversized Facilities are subject to approval by the District, Developer, and the City. The City shall have ten (10) business days from the date of receipt to review and provide written objections to a change order. If the City fails to object within the ten (10) business day timeframe, the change order will be deemed approved by the City. The District shall consider all reasonable objections to change orders but the final decision regarding approval of a change order remains with the District. To the extent a change order alters the Project Allocation Shares, the Parties agree that each Party's Project Allocation Share shall be revised accordingly, and this Agreement shall automatically be amended to reflect the agreed to change order amounts, and the City shall be required to submit the additional portion of the City's Advance required hereunder or increase the Impact Fee Credits in the resulting amount because of the change order.

J. City Payment Obligations. If the City fails to make any portion of the City's Advance to the District when due hereunder or issue Impact Fee Credits, as applicable, Developer has the right, but not the obligation, to pay

the City's Advance to the District and charge the City interest on the unpaid balance until the City pays the City's Advance. Interest shall be at 10% per annum or the maximum rate allowed by law, whichever is lower.

K. Final Accounting. Within 60 days after completion and final acceptance of the Oversized Facilities by the City, the District shall cause its engineer and bookkeeper to prepare a final report confirming the total, actual costs of the Oversized Facilities (the "**Oversized Facilities Final Accounting**"), which accounting shall include the cost of such report. The Oversized Facilities Final Accounting shall state: (A) the costs actually paid by each Party (or Impact Fee Credits issued, as applicable) for the Oversized Facilities, (B) the costs that should have been incurred by each Party based on its Project Allocation Share set forth on **Exhibit C** (or Impact Fee Credits issued by the City, as applicable), and (C) the amount of any underpayment made by the Parties or under issuance of Impact Fee Credits (the "Underpayment") or overpayment made by the Parties or over issuance of Impact Fee Credits (the "Overpayment"), taking into account clauses (A) and (B) above. The Oversized Facilities Final Accounting shall be provided to the Parties within 180 days after completion and final acceptance of the Oversized Facilities. Within 60 days of the date the Oversized Facilities Final Accounting is received by the Parties, the City shall pay or issue Impact Fee Credits, if any Impact Fees remain to be paid by the District or Developer, to the District or Developer in the amount of any Underpayment made by the City or, if applicable, the District shall pay the City the amount of any Overpayment made by the City or agree to reduce the Impact Fee Credits by the amount of the Overpayment, if sufficient Impact Fees remain owing.

L. Good Faith Efforts. The District shall make good faith efforts to obtain all necessary permits, licenses, and easements or fee title to construct and install the Oversized Facilities, and the costs for acquisition of all necessary permits, licenses, and easements or fee title shall be included in the Construction Costs. However, the City agrees to dedicate any required easements on City property at no cost to the District. The easements, deeds, and plats therefor obtained by the District in connection with the construction and installation of the Oversized Facilities shall be reviewed and approved as to form and substance by the City, which approval shall not be unreasonably withheld. If the District is unable to acquire needed easements or fee title, the City agrees to secure the required easements or fee title with the full powers provided to it, including, if necessary, condemnation. The District shall provide the City with any reasonably requested documentation of efforts to obtain such easements or fee title, including evidence of negotiations and reasonable offers made to the affected property owners. Any easements or fee title for the Oversized Facilities obtained by the District shall be assigned to the City, if not taken in the City's name, prior to acceptance of the Oversized Facilities.

5. Notice. All notices, payments, or communications to be given or made pursuant to this Agreement by the Parties shall be sent by depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and registered or certified with return receipt requested; via overnight delivery with tracking; by delivering the same in person to such Party; or by electronic mail, if not payment is being made. Notice given by United States mail shall be effective three (3) days after deposit in the United States mail. Notice given in any other manner shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to the District:	Brazoria County Municipal Utility District No. 51 c/o Allen Boone Humphries Robinson LLP Attn: Katie Sherborne 3200 Southwest Freeway, Suite 2600 Houston, Texas 77027 E-mail: ksherborne@abhr.com
If to the City:	City Manager Junru Roland 216 West Sealy Street Alvin, Texas 77511 E-mail: Junru.Roland@alvin.gov
If to Developer:	Beazer Homes Texas L.P. Attn: Greg Coleman 13430 Northwest Freeway, Suite 900 Houston, Texas 77040 E-mail: gcoleman@beazer.com

6. Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7. Counterparts. This Agreement may be executed, including electronically, in one or more counterparts, each of which when so executed shall be deemed to be an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

8. Venue. Any and all suits for any breach of this Agreement, or any other suit pertaining to or arising out of this Agreement, shall be brought in a court of competent jurisdiction in Brazoria County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

9. Entire Agreement. This instrument embodies the entire agreement of the Parties hereto and there are no promises, terms, conditions, or obligations other than those contained or incorporated herein. This Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the Parties hereto with respect to the subject matter of this Agreement.

10. Miscellaneous.

A. Pursuant to Section 2270.002, Texas Government Code, Developer hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2270.001, Texas Government Code.

B. Developer hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

C. By signing and entering into this Agreement, Developer verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

D. By signing and entering into the Agreement, Developer verifies, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm

trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

E. The Parties agree that this Agreement is an agreement for goods and services to the City pursuant to Texas Local Government Code 271.151.

EXECUTED as of the Effective Date.

CITY OF ALVIN, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 51

By:_____
Name:_____
Title:_____

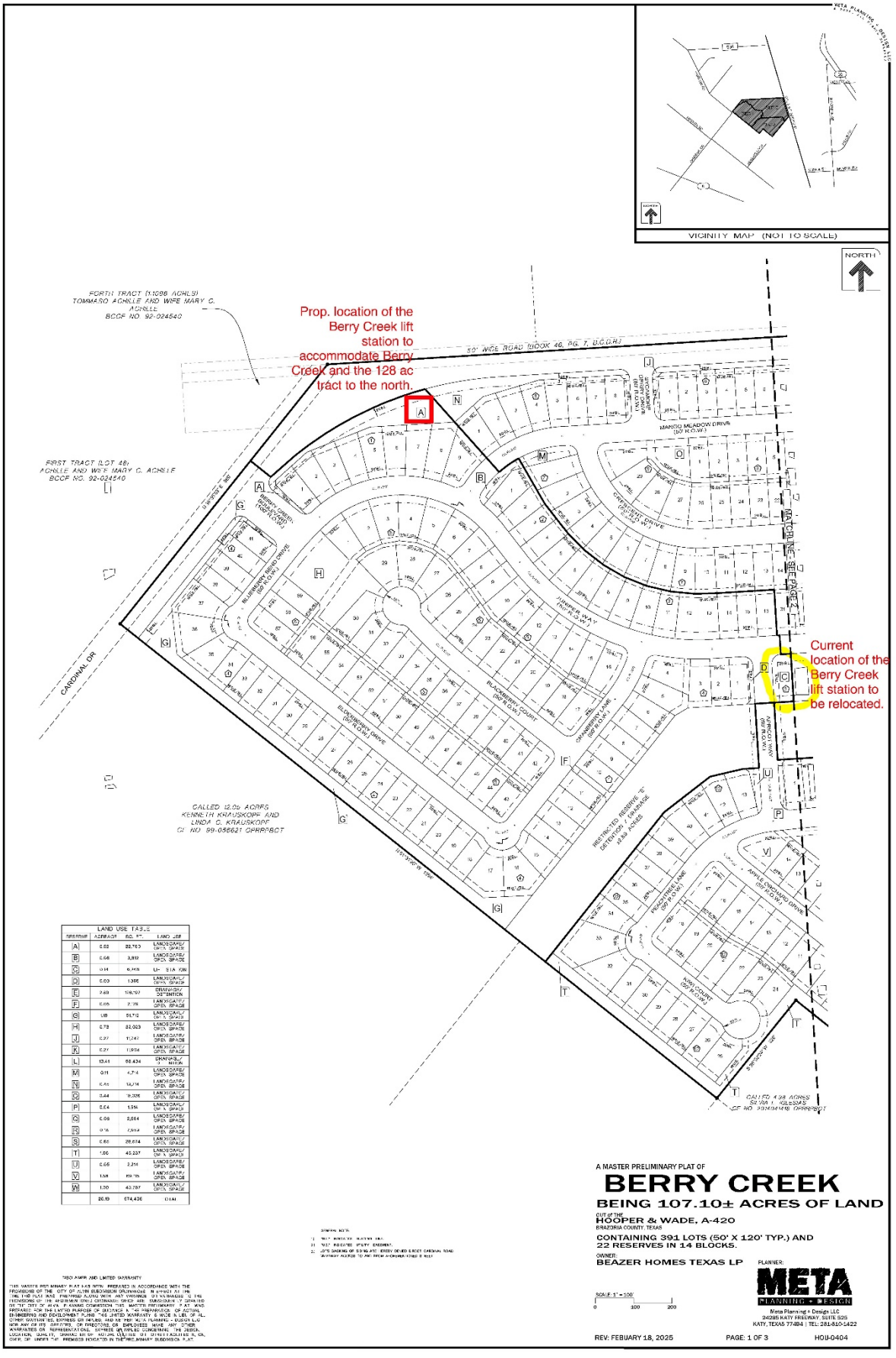
BEAZER HOMES TEXAS, L.P.
a Delaware limited partnership

By: Beazer Homes Texas Holdings, Inc.,
a Delaware corporation,
its General Partner

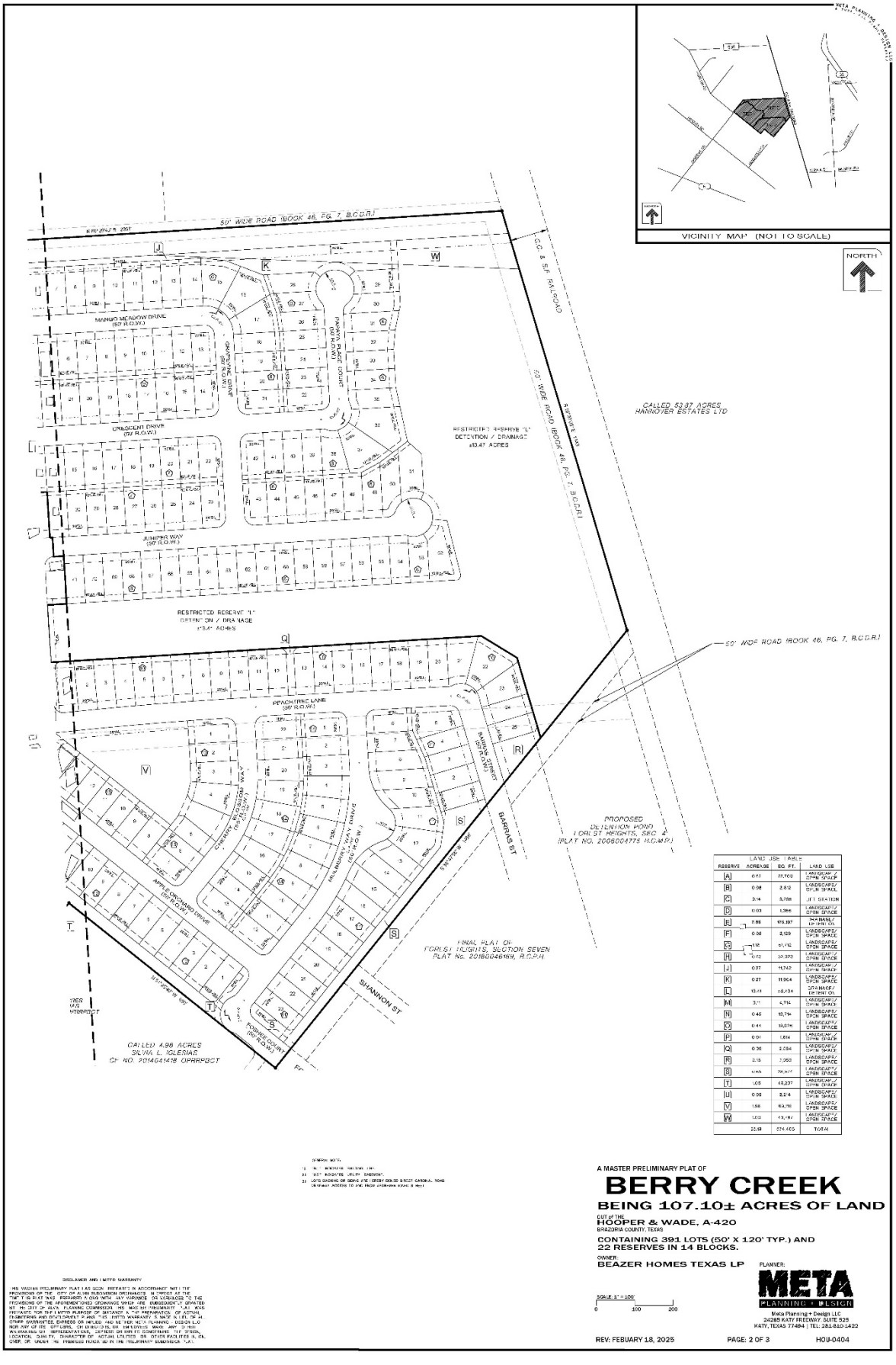
By:_____
Name:_____
Title: _____

Exhibit A

Property Description



LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.68	29,783	LANDSCAPE/ OPEN SPACE
B	0.08	3,892	LANDSCAPE/ OPEN SPACE
C	0.14	6,149	LANDSCAPE/ OPEN SPACE
D	0.03	1,386	LANDSCAPE/ OPEN SPACE
E	7.69	335,107	DRAINAGE/ DETENTION
F	0.05	2,178	LANDSCAPE/ OPEN SPACE
G	1.18	51,412	LANDSCAPE/ OPEN SPACE
H	0.78	33,993	LANDSCAPE/ OPEN SPACE
J	0.27	11,747	LANDSCAPE/ OPEN SPACE
K	0.27	11,954	LANDSCAPE/ OPEN SPACE
L	13.41	584,434	DRAINAGE/ DETENTION
M	0.11	4,714	LANDSCAPE/ OPEN SPACE
N	0.41	18,114	LANDSCAPE/ OPEN SPACE
Q	0.44	19,326	LANDSCAPE/ OPEN SPACE
P	0.04	1,594	LANDSCAPE/ OPEN SPACE
Q	0.06	2,664	LANDSCAPE/ OPEN SPACE
R	0.16	7,014	LANDSCAPE/ OPEN SPACE
S	0.60	26,074	LANDSCAPE/ OPEN SPACE
T	1.06	46,237	LANDSCAPE/ OPEN SPACE
U	0.05	2,214	LANDSCAPE/ OPEN SPACE
V	1.58	69,116	LANDSCAPE/ OPEN SPACE
W	1.20	52,787	LANDSCAPE/ OPEN SPACE
	30.10	974,436	TOTAL



LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.63	27,700	LANDSCAPE / OPEN SPACE
B	0.06	2,612	LANDSCAPE / OPEN SPACE
C	3.14	8,788	LIFT STATION
D	0.03	1,386	LANDSCAPE / OPEN SPACE
E	3.86	170,197	DRAINAGE / DETENTION
F	0.06	2,629	LANDSCAPE / OPEN SPACE
G	1.16	51,112	LANDSCAPE / OPEN SPACE
H	0.72	32,373	LANDSCAPE / OPEN SPACE
J	0.27	11,742	LANDSCAPE / OPEN SPACE
K	0.27	11,904	LANDSCAPE / OPEN SPACE
L	13.41	68,434	DRAINAGE / DETENTION
M	3.71	4,714	LANDSCAPE / OPEN SPACE
N	0.46	19,714	LANDSCAPE / OPEN SPACE
O	0.44	19,074	LANDSCAPE / OPEN SPACE
P	0.04	1,614	LANDSCAPE / OPEN SPACE
Q	0.06	2,594	LANDSCAPE / OPEN SPACE
R	2.19	7,953	LANDSCAPE / OPEN SPACE
S	0.65	28,577	LANDSCAPE / OPEN SPACE
T	1.05	45,237	LANDSCAPE / OPEN SPACE
U	0.05	2,214	LANDSCAPE / OPEN SPACE
V	1.58	68,716	LANDSCAPE / OPEN SPACE
W	1.03	43,186	LANDSCAPE / OPEN SPACE
	22.59	574,405	TOTAL

A MASTER PRELIMINARY PLAT OF

BERRY CREEK

BEING 107.10± ACRES OF LAND

OUT OF THE
HOOPER & WADE, A-420
BRAZORIA COUNTY, TEXAS

CONTAINING 391 LOTS (50' X 120' TYP.) AND 22 RESERVES IN 14 BLOCKS.

OWNER:
BEAZER HOMES TEXAS LP

PLANNER:
META PLANNING + DESIGN
Meta Planning+Design LLC
24285 KATY FREEWAY, SUITE 525
KATY, TEXAS 77494 | TEL: 281-810-1422

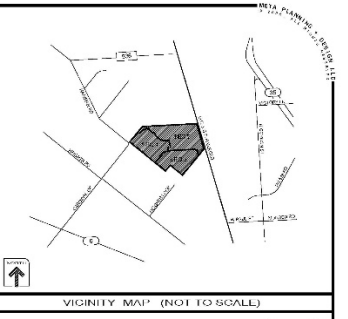
SCALE: 1" = 200'
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REV: FEBUARY 18, 2025 PAGE: 2 OF 3 H0U-0404

DISCLAIMER AND LIMITED WARRANTY

LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 1		
LOT 1	50'	5,886
LOT 2	50'	7,229
LOT 3	50'	7,178
LOT 4	50'	7,370
LOT 5	50'	7,455
LOT 6	50'	7,456
LOT 7	50'	7,840
LOT 8	50'	8,764
LOT 9	61'	9,814
BLOCK 2		
LOT 1	50'	7,537
LOT 2	50'	7,087
LOT 3	50'	6,666
LOT 4	50'	6,221
LOT 5	50'	6,611
LOT 6	50'	6,611
LOT 7	50'	6,611
LOT 8	50'	6,611
LOT 9	50'	6,611
LOT 10	50'	6,611
LOT 11	50'	6,611
LOT 12	50'	6,844
LOT 13	50'	6,666
LOT 14	50'	6,666
LOT 15	50'	6,666
BLOCK 3		
LOT 1	50'	5,912
LOT 2	50'	5,912
LOT 3	50'	5,912
LOT 4	50'	5,795
LOT 5	50'	5,912
LOT 6	50'	7,089
LOT 7	50'	9,252
LOT 8	50'	9,252
LOT 9	50'	9,252
LOT 10	50'	9,252
LOT 11	50'	9,229
LOT 12	50'	9,229
LOT 13	50'	9,229
LOT 14	50'	9,229
LOT 15	50'	9,252
LOT 16	50'	9,252
LOT 17	50'	9,252
LOT 18	50'	9,252
LOT 19	50'	9,252
LOT 20	50'	9,252
LOT 21	50'	9,252
LOT 22	50'	9,252
LOT 23	50'	9,252
LOT 24	50'	9,252
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LOT 391	50'	6,888

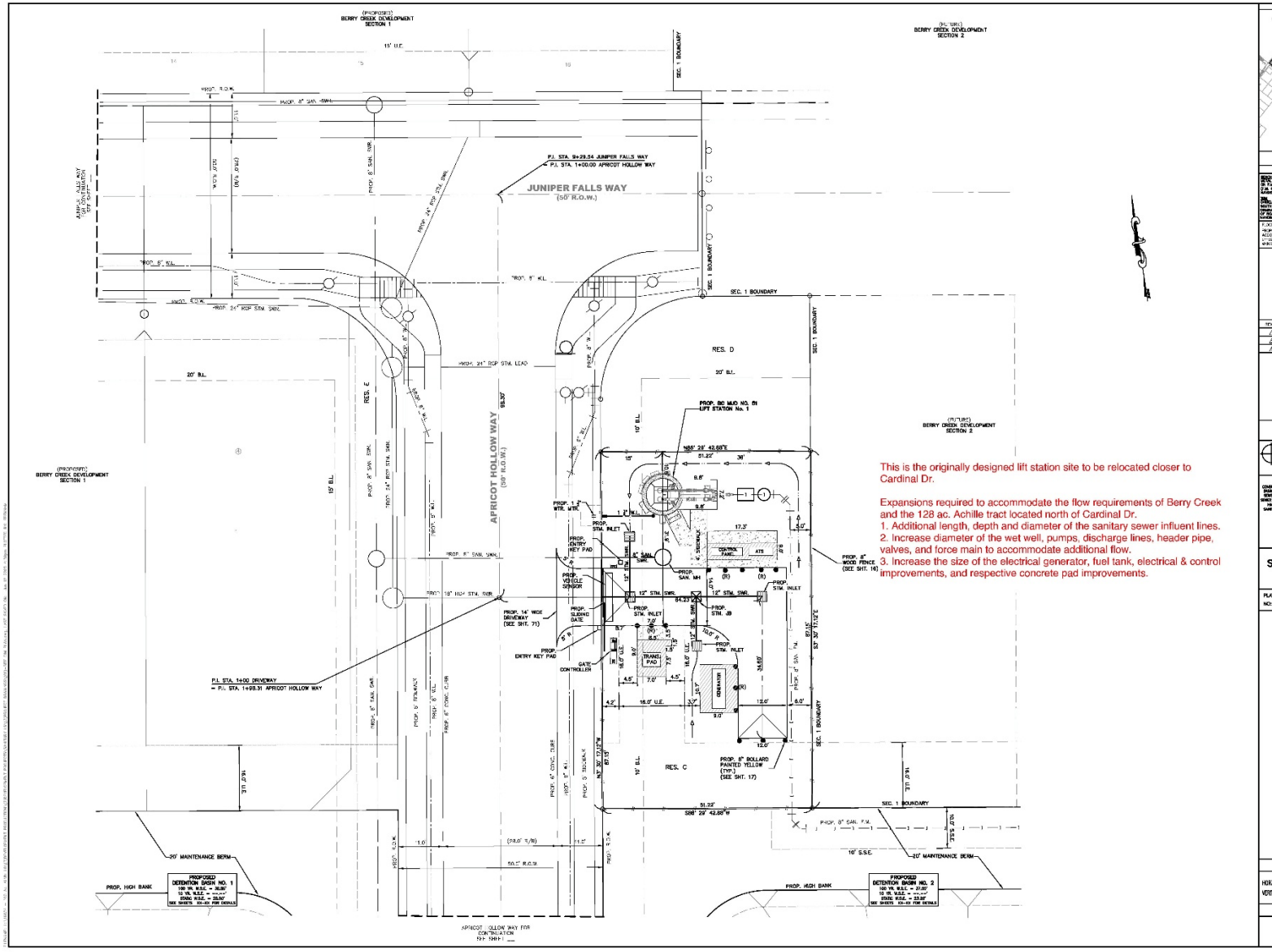
LOT NO.	LOT WIDTH AT B.L.	LOT AREA SQ. FT.
BLOCK 4		
LOT 1	50'	6,888
LOT 2	50'	6,888
LOT 3	50'	6,888
LOT 4	50'	6,888
LOT 5	50'	6,888
LOT 6	50'	6,888
LOT 7	50'	6,888
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LAND USE TABLE			
RESERVE	ACREAGE	SQ. FT.	LAND USE
A	0.52	22,703	LANDSCAPE/ OPEN SPACE
B	0.08	3,812	LANDSCAPE/ OPEN SPACE
C	0.14	6,098	LIFT STATION
D	0.03	1,386	LANDSCAPE/ OPEN SPACE
E	2.88	125,467	DRAINAGE/ DETENTION
F	0.06	2,739	LANDSCAPE/ OPEN SPACE
G	1.6	69,719	LANDSCAPE/ OPEN SPACE
H	0.73	32,393	LANDSCAPE/ OPEN SPACE
J	0.27	11,742	LANDSCAPE/ OPEN SPACE
K	0.27	11,924	LANDSCAPE/ OPEN SPACE
L	1.94	85,434	DRAINAGE/ DETENTION
M

Exhibit B

Oversized Facilities



This is the originally designed lift station site to be relocated closer to Cardinal Dr.

Expansions required to accommodate the flow requirements of Berry Creek and the 128 ac. Achille tract located north of Cardinal Dr.
1. Additional length, depth and diameter of the sanitary sewer influent lines.
2. Increase diameter of the wet well, pumps, discharge lines, header pipe, valves, and force main to accommodate additional flow.
3. Increase the size of the electrical generator, fuel tank, electrical & control improvements, and respective concrete pad improvements.



LOCATION MAP
N.T.S.

BENCHMARKS

NO.	DESCRIPTION	DATE
1		
2		
3		

TEXAS BOARD OF PROFESSIONAL ENGINEERS
BENCHMARK ENGINEERING CORPORATION
T.B.P.E. REGISTRATION NUMBER F-6798

BENCHMARK ENGINEERING CORPORATION
CONSULTING PLANNING SURVEYING

BRAZORIA COUNTY MUD No. 01

BERRY CREEK DEVELOPMENT
CITY OF ALVIN
BRAZORIA COUNTY, TEXAS

PROPOSED
SANITARY LIFT STATION NO. 1
SITE DIMENSIONAL PLAN

PLAT NAME: BERRY CREEK DEVELOPMENT SEC 1
MD:

DRAWING SCALE	PROJECT NO.
HORZ : 1" = 10' VERT :	16034
SHEET NO.	DRAWING NO. XX
LS 01	OF ——

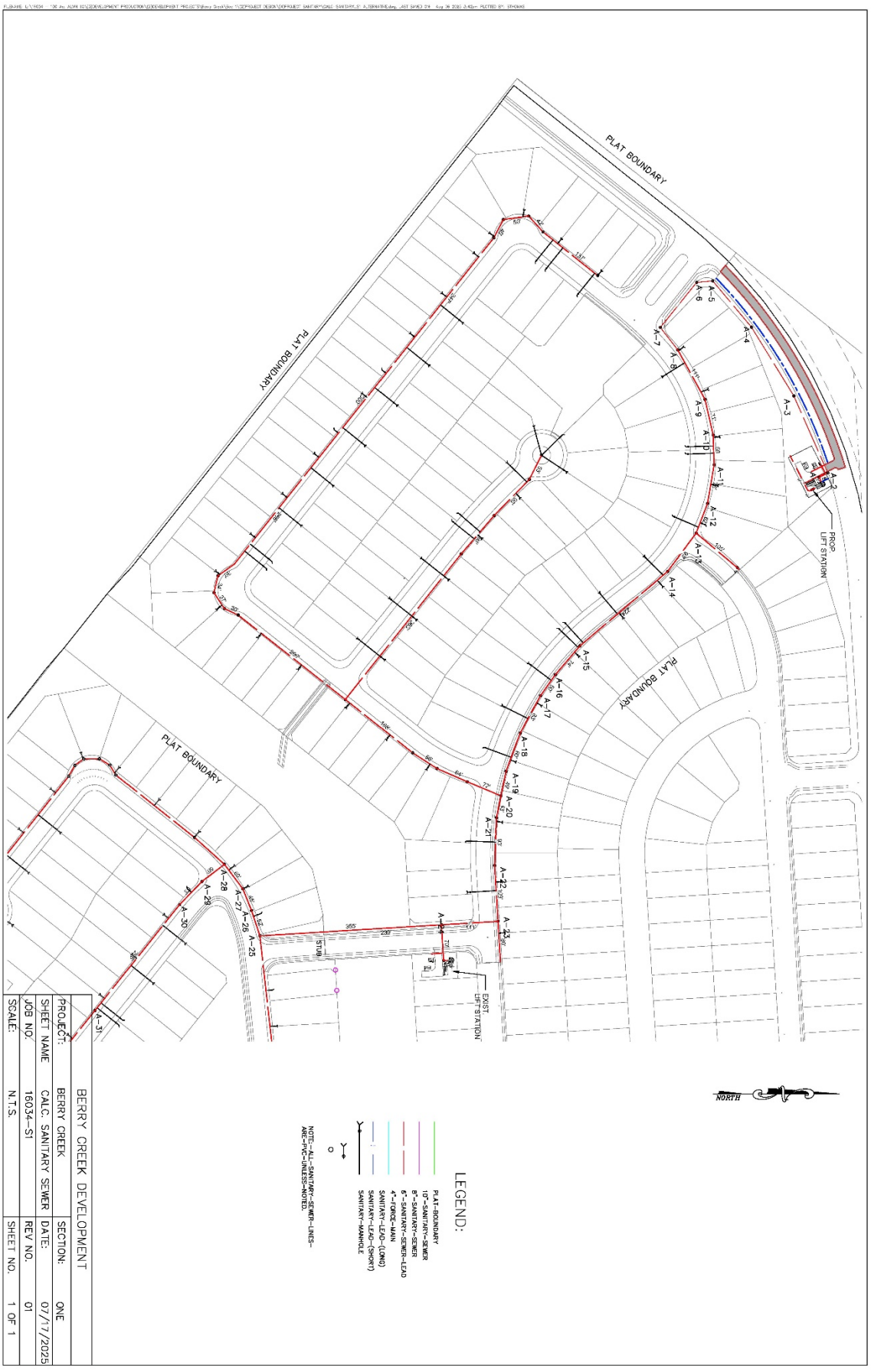

PLAT BOUNDARY
PLAT BOUNDARY
PLAT BOUNDARY
PLAT BOUNDARY
PROP LIFT STATION
EXIST. LIFT STATION
STOP
NORTH
LEGEND:
PLAT BOUNDARY
10"-SANITARY-SEWER
8"-SANITARY-SEWER
8"-SANITARY-SEWER-LEAD
4"-FORCE-MAIN
SANITARY-LEAD-(LONG)
SANITARY-LEAD-(SHORT)
SANITARY-MANHOLE
NOTE-ALL-SANITARY-SEWER-LINES-ARE-PVC-UNLESS-NOTED.
BERRY CREEK DEVELOPMENT
PROJECT: BERRY CREEK
SECTION: ONE
SHEET NAME: CALC. SANITARY SEWER
DATE: 07/17/2025
JOB NO.: 16034-S1
REV NO.: 01
SCALE: N.T.S.
SHEET NO.: 1 OF 1

EXHIBIT B-1

Wastewater Point of Connection

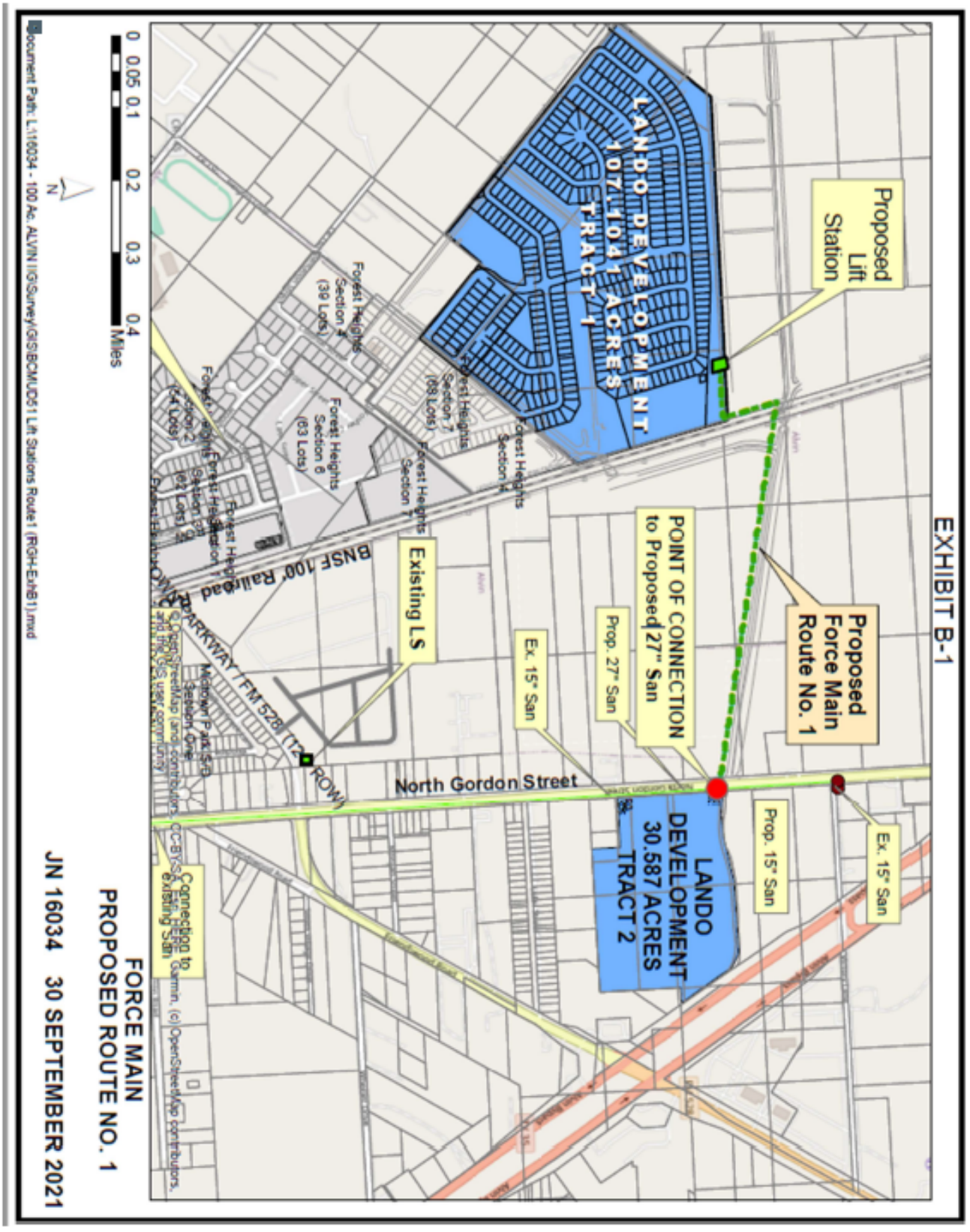


Exhibit C

Estimated Total Costs of Oversized Facilities and Project Allocation Shares

District's Berry Creek Lift Station Expansion & Relocation Cost Estimate and Cost Sharing Summary

I. District's Berry Creek Lift Station Expansion & Relocation Cost Estimate

	Description of Improvements	Estimated Construction Cost
1.	Lift station onsite improvements including but not limited to the wet well, pumps, discharge piping, header, force main, valves, manholes, vents, generator & fuel tank, concrete improvements, driveway, fenceline & gate, electrical & control improvements and other pertient items.	$1,000,000
2.	Offsite force main & tie into exist. City of Alvin sanitary sewer system	$500,000
3.	Offsite waterline improvements to serve the tract.	$45,000
4.	Offsite sanitary sewer line improvements to serve the tract including but not limited to additional depth of the sanitary sewer lines & manholes and additional legth of sewer lines & manholes	$125,000
5.	Offsite storm sewer improvements to serve the tract.	$35,000
6.	Offsite erosion and sedimentation control	$27,500
7.	Offsite all-weather road to access the site from Cardinal Dr.	$75,000
	SubTotal	$1,807,500
	3% Construction Staking & Record Drawings	$54,225
	15% Engineering Design	$271,125
	Geotechnical Investigation	$12,000
	Boundary & Topographic Survey	$8,000
	TOTAL	$2,152,850

Notes:

1. This cost estimate does not include any contingencies. It is a preliminary cost estimate for budgeting purposes.

II. District's Berry Creek Lift Station Expansion & Relocation Cost Sharing Summary

	Acres	Percentage	Portion of Cost
District	107	45.53%	$980,192.61
City of Alvin	128	54.47%	$1,172,657.40
	235	100.00%	$2,152,850.00


KB Homes
128-acre tract
Beazer Homes
107-acre tract

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: City Manager **Contact:** Junru Roland, City Manager

Agenda Item: Consider Resolution 26-R-34; approving the proposed Collective Bargaining Labor Agreement between the City of Alvin, Texas, and the Alvin Police Officer's Association (APOA); authorizing the Mayor to execute the Agreement; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: The current one-year Agreement was approved by City Council on September 18, 2025, and expires September 30, 2026 (attached). In July 2026, the City and the Association began negotiations for the terms of a new agreement. The collective bargaining team met on 6/4, 7/9, 7/23, 8/13, and 8/20.

Representatives of the City of Alvin and the Alvin Police Officers' Association (APOA) have completed collective bargaining negotiations for a proposed agreement beginning October 1, 2026. The parties reached agreement on all negotiated provisions **with the exception of Article 9 – Wages, Salaries & Compensation (pay scale).**The following summarizes the primary provisions::

- Article 4 – Authority & Term: Agreed upon. One-year agreement covering October 1, 2026 through September 30, 2027, with two additional fiscal years of "evergreen" provisions and final termination no later than September 30, 2029.

- Article 9 – Wages, Salaries & Compensation: Not agreed upon. Two proposed pay scales remain for City Council consideration and decision:
  - *City Bargaining Team Proposal* – Pay Scale 1: 2.5% increase between all steps. This option is included in the FY 2026-27 Proposed Budget.
  - *APOA Proposal* – Pay Scale 2: 3% increase between all steps. This option would have an estimated additional FY 2026-27 budget impact of $279,856.55.

- Article 11 – Supplemental Pays: Agreed upon. Allows officers to choose which physical fitness test to choose from for physical fitness compensation.

- Article 24 – Probationary Period: Agreed upon. Provides that, upon successful completion of the probationary period, an applicant with two or more years of prior police experience who came from an agency with at least 60 sworn police officers may be placed on the pay step corresponding with the applicant's total number of full years of police experience.

Funding Expected: Revenue _ Expenditure X N/A X **Budgeted Item:** Yes X No _ N/A _

Funding Acount: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** _____

Finance Review Required: N/A __ Required X **Date Completed:** _____

Supporting documents attached:

1. CTA Presentation to City Council
2. Resolution 26-R-34; 2026 CBA Agreement
3. 2026 CBA Agreement Draft; Redline
4. 2025 CBA Agreement

Recommendation: Move to approve Resolution 26-R-34; approving the proposed Collective Bargaining Labor Agreement between the City of Alvin, Texas, and the Alvin Police Officer's Association (APOA) to include (Pay Scale 1 or Pay Scale 2); authorizing the Mayor to execute the Agreement; and setting forth other matters related thereto.

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: __

Collective Bargaining

City of Alvin, Texas

and

Alvin Police Officers' Association

Current Agreement

- Approved by City Council on September 18, 2025

- Covers Fiscal year:
  - October 1, 2025 - September 30, 2026
  - *2 ADDITIONAL FISCAL YEARS OF EVERGREEN*

Concessions from Negotiations

Article 4: Authority & Term

1-year contract 10/01/2026 – 09/30/2027
Two years of “evergreen” with final termination of 09/30/2029

Concessions from Negotiations

Article 9: Wages, Salaries, & Compensation

APOA Proposal	CBT Proposal	Agreed Upon
Pay Scale 2 3% increase between all steps on anniversary or promotion date	Pay Scale 1 2.5% increase between all steps on anniversary or promotion date	—

Concessions from Negotiations

Article 9: Wages, Salaries, & Compensation

3 Year Officer		Police Officer	Corporal	Sergeant	Lieutenant	Captain
APOA	FYE 2026	$37.88	$41.60	$45.58	$53.02	$59.58
	FYE 2027	$40.67	$44.99	$49.56	$58.18	$63.92
	% increase	*7.36%*	*8.15%*	*8.73%*	*9.74%*	*7.28%*
CBT	FYE 2026	$37.88	$41.60	$45.58	$53.02	$59.58
	FYE 2027	$39.11	$42.21	$47.66	$55.95	$61.77
	% increase	*3.24%*	*3.79%*	*4.56%*	*5.53%*	*3.67%*

6 Year Officer		Police Officer	Corporal	Sergeant	Lieutenant	Captain
APOA	FYE 2026	$40.66	$44.43	$47.72	$55.36	$59.58
	FYE 2027	$44.44	$49.16	$54.15	$61.73	$63.92
	% increase	*9.29%*	*10.65%*	*13.48%*	*11.50%*	*7.28%*
CBT	FYE 2026	$40.66	$44.43	$47.72	$55.36	$59.58
	FYE 2027	$42.12	$46.59	$51.32	$58.79	$61.77
	% increase	*3.58%*	*4.87%*	*7.55%*	*6.19%*	*3.67%*

CITY OF ALVIN EST. TEXAS 1879

APOA – Alvin Police Officer Association
CBT – City Bargaining Team

Concessions from Negotiations

Article 11: Supplemental Pays

APOA Proposal	CBT Proposal	Agreed
Physical Fitness Compensatory Time	N/A	APOA Proposal

Concessions from Negotiations

Article 24: Probationary Period

APOA Proposal	CBT Proposal	Agreed
Applicant with two or more years of prior experience shall be moved to the pay step that corresponds to the total # of full years of police experience.	N/A	APOA Proposal
Applicant comes from an agency that has at least *30* sworn police officers	Applicant comes from an agency that has at least *60* sworn police officers	CBT Proposal

Pay Scale?

Bargaining Team	Pay Scale	Impact on Proposed Budget
City of Alvin	1	N/A
APOA	2	~$280,000

RESOLUTION 26-R-34

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ALVIN, TEXAS, AND THE ALVIN POLICE OFFICERS ASSOCIATION; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin, Texas (the "City") and the Alvin Police Officers Association ("APOA") have engaged in collective bargaining negotiations regarding wages, hours, and other terms and conditions of employment for covered members of the Alvin Police Department; and

WHEREAS, in July 2026, the City and APOA began negotiations for the terms of a new collective bargaining agreement; and

WHEREAS, representatives of the City and APOA have reached agreement on the terms of a one-year Collective Bargaining Agreement for the period beginning October 1, 2026, and ending September 30, 2027, with the exception of the proposed pay scale; and

WHEREAS, two proposed pay scales remain for consideration, including the City's proposed pay scale and APOA's proposed pay scale, and the City Council will consider and select the pay scale to be incorporated into the final Collective Bargaining Agreement, subject to final approval by the City and subsequent approval by the APOA; and

WHEREAS, the City Council finds that approval of the Collective Bargaining Agreement is in the best interest of the City of Alvin.

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

Section 1. Findings. The facts and matters set forth in the recitals of this Resolution are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. Approval and Authorization. The City Council hereby approves the Collective Bargaining Agreement between the City of Alvin, Texas, and the Alvin Police Officers Association for the period beginning October 1, 2026, and ending September 30, 2027, substantially in the form attached hereto and incorporated herein as Exhibit "A." The Mayor is hereby authorized to execute the Collective Bargaining Agreement on behalf of the City of Alvin.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code.

Section 4. Effective Date. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED on this the 3rd day of September 2026.

CITY OF ALVIN, TEXAS **ATTEST**

By_____ By_____
Gabe Adame, Mayor Dixie Roberts, City Secretary

EXHIBIT "A"

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ALVIN, TEXAS AND THE ALVIN POLICE OFFICERS ASSOCIATION

October 1, 2026 – September 30, 2027

COLLECTIVE BARGAINING LABOR AGREEMENT

Between the

CITY OF ALVIN, TEXAS

And the

ALVIN POLICE OFFICERS' ASSOCIATION
("APOA")

Fiscal Year 2025~~5~~6-2026~~6~~7

City Hall • 216 West Sealy • Alvin, Texas 77511
www.alvin.gov

SIGNATURE & EXECUTION PAGE

THE FOLLOWING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF ALVIN, TEXAS
(Approved by City Council action taken on September 3, 2026).

By: _____
Gabe Adame
Mayor

By: _____ Dated: _____
Dixie Roberts
City Secretary

THE ALVIN POLICE OFFICERS' ASSOCIATION ("APOA")
(Approved by APOA Membership as per Email Communication dated _____, 2026).

By: _____
Aaron Kincaid
President, APOA

_____ Dated: _____
Jay Jackson
Secretary, APOA

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EXHIBITS:

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Exhibit "B" – Dues Deduction Form .....“B”

Exhibit "C" – Personnel Policies (C-1, C-2, C-3).....“C”

Exhibit "D" – Grievance Forms (D1, D2) .....“D”

ARTICLE 1. PARTIES TO THE AGREEMENT

A. The following Agreement ("Agreement") by and between the CITY OF ALVIN, TEXAS ("the City"), and the Alvin Police Officers' Association ("the ASSOCIATION" or "the APOA"), is hereby recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas, Chapter 174 of the Texas Local Government Code.

B. The CITY OF ALVIN, TEXAS, hereafter referred to as the "the CITY OF ALVIN," the "CITY," or the "EMPLOYER," is a home rule municipality organized under the law of the State of Texas.

C. The ALVIN POLICE OFFICERS' ASSOCIATION, hereafter referred to as "the ASSOCIATION," or "APOA," is an association, as such is the duly recognized bargaining agent as per Chapter 174 of the Texas Local Government Code ("Chapter 174") for the purpose of representing qualifying members of the police bargaining unit covered under Chapter 174.

D. References to the CITY and the ASSOCIATION jointly shall be to the "PARTIES."

ARTICLE 2. PURPOSE OF THIS AGREEMENT

A. The CITY and the ASSOCIATION agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City.

B. The Agreement has been reached through the process of collective bargaining with the City and the APOA. This Agreement, therefore, is intended to be, in all respects, in the public interest and to be in compliance with the requirements of Chapter 174.

ARTICLE 3. RECOGNITION CLAUSE

A. The CITY OF ALVIN hereby recognizes the ALVIN POLICE OFFICERS' ASSOCIATION as the sole and exclusive bargaining agent for all police officers, in accordance with Chapter 174, as well as the applicable provisions of Chapter 143 of the Texas Local Government Code ("Chapter 143").

B. It is also the intention of the PARTIES that the terms of this Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the active term of this Agreement.

ARTICLE 4. AUTHORITY AND TERM

A. **Term of the Agreement**. Except as otherwise provided for within, this Agreement shall cover a period of one (1) year starting on October 1, 202~~6~~5 (FY 202~~5~~6-2~~6~~7) through September 30, 202~~6~~7.

B. **Automatic Renewal Provisions**. The following automatic renewal provisions shall also apply:

1. If during the first year of this Agreement, the PARTIES do not reach a new fully executed and approved agreement prior to midnight, September 30, 2026~~6~~7 (the end of this current Agreement), then the parties agree that the terms of this Agreement shall continue for the subsequent fiscal year in question, that is, FY 2026~~6~~7-2~~7~~8 (the first holdover year).

2. Further, if in the first holdover year, the APOA tenders a further notice of intent to bargain, and the PARTIES do not reach a new agreement prior to midnight, September 30, 2027~~7~~8, then all terms of this current Agreement shall continue to remain in full force and effect for another fiscal year, that is, FY 2027~~7~~8-2~~8~~9 (the second holdover year).

C. **Final Termination of Contract**. The PARTIES further agree that this Agreement shall automatically terminate upon the earlier of one of the following conditions:

1. That a newly negotiated Agreement is approved and effectuated by and between the PARTIES ~~at any time after January 1, 2026, but before September 30, 2026 (the end of FY 2026);~~ or

2. As of midnight, on September 30, 2029~~8~~.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

A. Individual Civil Rights Not Affected. Nothing in this Agreement is intended to detract from or otherwise affect any civil rights that an individual police officer, as an employee of the City, would otherwise have under state or federal law.

B. The Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas, shall apply to all Officers.

C. Personnel Policy Manual. The provisions of the City's Personnel Policy Manual, as amended from time to time by the City Council, shall apply to all Officers, except as otherwise specifically provided for in this Agreement.

D. Departmental Policies and Procedures. The provisions of the Police Department Policies and Procedures, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

E. Other Rules and Regulations. The provisions of any other statutory or administrative rule, regulation, or policy pertaining to law enforcement operations and personnel management, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

ARTICLE 6. MANAGEMENT RIGHTS

The PARTIES understand and agree that the CITY OF ALVIN, TEXAS, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than what is legally required under Chapter 174 and related caselaw interpretations of the statute.

ARTICLE 7. NO STRIKE-NO LOCK OUT

A. The ASSOCIATION agrees that, during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs, picketing, or any other form of work stoppage or interference with the business of the City, and will cooperate with the City in preventing and/or halting any such action. The City agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this Agreement.

B. The PARTIES understand and agree that the City may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by this Article. The City may also invoke any remedies authorized by Section 174.205 of the Texas Local Government Code, in the event of any strike, work stoppage, or slow-down.

ARTICLE 8. AUTHORIZED ASSOCIATION ACTIVITY

A. **Association President**. The President of the Association shall have the right to visit the premises of the Police Department on reasonable notice to the Chief for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

B. **Association Leave Pool**. On each January 1, the City will deduct four (4) hours of sick leave from each member of the Association to be contributed to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association officials or representatives; and other Association-related activities.

C. **Member Right of Withdrawal**. During the December preceding the January deduction, any member desiring not to contribute to the Association Leave Pool must make a written, no-deduction request to the City accounting office. The Officer must hand deliver such request to the City finance department.

D. **Utilization of Leave Pool**. The Association President shall notify the Chief in writing at least five (5) working days in advance of any requested use of the Association Leave Pool. Such requests by the Association shall not be unreasonably refused. The Chief may order any

Association members using the leave pool to report for duty as assigned by the Chief during an emergency situation.

E. **Bulletin Boards**. The Association shall be permitted the exclusive right to an Association bulletin board at the Police Department in an area visible to members of the Association.

F. **Dues Deductions**. The City shall grant a payroll deduction of Association dues, fees, or assessments for APOA and/or CLEAT only on a form attached as an exhibit to this Agreement. *See* Exhibit B.

G. The City shall notify the Association of any member who revokes his or her membership within seven (7) working days of the date of revocation.

ARTICLE 9. WAGES, SALARIES, & COMPENSATION (Exhibit A)

A. **Base and Step Pay Matrix**. Pay will be determined by the Base Pay Matrix, attached as Exhibit A. Effective ~~the first full pay period after September 30, 2025~~ October 1, 2026, all Officers governed by the APOA shall be categorized in the FY 202~~5~~6-2~~6~~7 Base Pay Matrix according to their tenure in rank in the row labeled "Effective 10/2026." For the remaining period covered by this Agreement, all step-based increases from the Base Pay Matrix shall occur on the anniversary date of the individual officer's hire date or date of promotion, if applicable.

~~B. Effective the first full pay period after September 30, 2025 (the first year), the Matrix reflects a $4.00 per hour increase in base wages to the Police Officer paygrade, a $4.00 per hour increase in base wages to the Corporal/Detective/Specialist paygrade, a $4.00 per hour increase in base wages to the Sergeant paygrade, $4.00 per hour increase in base wages to the Lieutenant paygrade, and a $4.00 per hour increase in base wages to the Captain paygrade.~~

~~C.~~B. **Promotional Pay**. Upon promotion to a higher classification, an officer in the highest pay scale shall be moved to the pay step that is closest to his/her current pay, but not less than current pay. From this new step, the Officer will receive a one-step promotional bonus. The Officer will remain at this step until the anniversary of their promotion date.

~~D.~~ C. **Longevity Pay.** Longevity pay for Officers shall be paid in accordance with existing City policy for civilian personnel. Either party may reopen discussion on longevity pay if the City modifies its longevity pay policy.

~~E.~~D. The PARTIES acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The Parties agree to initiate negotiations as to the wage and salary and certificate pay provisions in this Agreement if the City gives notice under this provision of the occurrence of either of the following two conditions:

1. Where the electorate of the City subjects the City to a rollback tax election which results in a reduction in revenue due to a reduction in the City's tax rate; or

2. Where the City Council makes a good faith determination that because of an act of God or that the projected revenue to the City for a fiscal year would be unable to support the implementation of the wage rate agreed upon.

ARTICLE 10. CERTIFICATION AND EDUCATION PAY

A. The City shall compensate Officers possessing a TCOLE certificate in the amounts specified in the tables below as follows:

TCOLE Certificate	Monthly Stipend
Intermediate Certificate	$50.00 per month
Advanced Certificate	$275.00 per month
Master Peace Officer Certificate	$350.00 per month

B. The City shall also compensate Officers possessing a Degree from a U.S. based accredited institution of higher learning in the amounts specified in the tables below as follows:

College Degree	Monthly Stipend
Associate Degree	$30.00 per month
Bachelor's Degree	$60.00 per month
Master's Degree	$120.00 per month

ARTICLE 11. SUPPLEMENTAL PAYS

A. **Night Shift Differential**. Patrol officers assigned to work a night shift shall receive an additional one dollar ($1.00) per hour to their regular hourly rate of pay.

1. A night shift for purposes of this provision shall begin at 6:00 p.m. and end at 6:00 a.m.

2. This night shift differential does not apply to any duty hours that an Officer may work outside of the night shift period specified above.

3. Similarly, this night shift differential does not apply to any Officer who is not assigned to night shift, but who may work duty hours during a night shift at any given time.

B. **Step-Up Pay**. Any Corporal/Specialist performing duties above their normal pay grade (i.e., "step-up") for two (2) consecutive shifts shall receive a rate increase of one dollar ($1.00) per hour during the temporary assignment. The chain of command, including the Police Chief, must be notified before step-up assignments are given and concluded.

C. **Bilingual Stipend**. An Officer, upon being certified by the department as "bilingual,"

shall receive a stipend of fifty dollars ($50.00) per month beginning with the first pay period after certification. Certification standards will be maintained by the department and shall include a fluency/proficiency test.

D. **Training Officer Pay**. An Officer who is assigned by the Chief and who performs the specific duty of training and evaluating officers shall receive an additional $5.00 per hour for those hours worked as a Training Officer.

E. **Call Out Pay**. Officers who are called to work outside their regular schedule, including attendance at court, shall be paid at least two (2) hours minimum. The City may assign tasks to those Officers during that period of time.

F. **Physical Fitness Compensation**. In January of every year, officers must complete ~~the physical test of a 2,000-meter row on the Concept 2 rower~~ one of the three following Concept2 Rower Evaluations, as selected by the individual officer to be eligible for Physical Fitness Compensation; (i) 2000-meter row for time, (ii) 500-meter row for time, or (iii) the 4-minute row for meters. . The ~~physical test~~ selected Concept2 Rower Evaluation chosen by the individual officer shall be administered by a certified tester, in accordance with the standards set by the Texas Department of Public Safety.

1. After one (1) attempt, Officers will receive compensatory time for their scores as follows:

   a. An accrual of 24 hours of compensatory time for a score between 70 to 89%; or

   b. An accrual of 40 hours compensatory time for a score of 90% or above.

2. This accrual of compensatory time shall have no cash value and must be used by December 31st or the time will be forfeited.

3. This accrual of compensatory time shall not be considered as "hours actually worked" for the purposes of qualifying for overtime pursuant to the FLSA.

4. Neither the forfeiture of accrued compensatory time under this provision, nor any denial of the specific use of this compensatory time, shall be appealable or grievable.

G. **City-Sponsored Events/Parades**. Officers who voluntarily sign up to work at City-sponsored events or parades shall be paid their overtime rate (for hours actually worked during the City-sponsored event/parade), regardless of physical hours worked during that pay period, so long as the City-sponsored event/parade falls within a pay period that also includes a recognized City holiday. If insufficient personnel sign up for these events, other personnel may have their schedules altered. These altered schedules will be paid at the personnel's normal rate of pay (overtime calculated as normal).

ARTICLE 12. FRINGE BENEFITS

A. **Target Ammunition for Practice**. The City shall provide each Officer with a minimum of two hundred and fifty (250) rounds of practice ammunition annually. Such ammunition shall be controlled and distributed by the Department's Firearm Proficiency Control Officer.

B. **Clothing and Equipment Allowance**.

1. The City shall furnish all uniforms, protective vests, hats, jackets, and raincoats without cost to the Officers. Protective vests shall be replaced every five (5) years.

2. The City shall repair or replace all uniforms and reasonable personal equipment lost or damaged in the line of duty of officers.

3. In addition, each Officer, including both uniformed and plainclothes, shall receive an allowance of $155.00 per month, from the date of employment, for the purpose of:

   a. cleaning, maintaining, and repairing equipment assigned to or required of the officer; and

   b. acquiring equipment required by the department related to performance of duties.

4. Each plainclothes Officer shall receive a clothing allowance of $600.00 per fiscal year during the first pay period of each fiscal year.

C. **Continuous Duty Meal Break**. An Officer who is assigned to continuous duty for a period of twelve (12) hours or more, shall be permitted to suspend patrol or other assigned duties, subject to immediate recall at all times, for forty-five (45) minutes for the purpose of having one meal during the tour of duty.

ARTICLE 13. FLSA OVERTIME PAY AND COMPENSATORY TIME

A. In accordance with the Fair Labor Standards Act provisions for Police Officers, there is hereby established a two-week pay period for determination of overtime pay. Work performed by an Officer in excess of eighty-two (82) hours in any given two-week pay period shall be compensated on the basis of 1.5 times the Officer's regular rate of pay in salary or compensatory time.

B. For purposes of this FLSA overtime provision, and with the exception of any compensatory time earned pursuant to Article 11(F) herein, compensatory time shall be considered as hours actually worked for the purposes of qualifying for overtime.

C. The hourly overtime rate of pay shall be calculated in compliance with the FLSA requirements for such pay.

D. Accumulation of compensatory time shall be capped at sixty (60) hours.

E. The City reserves the authority to adjust both department-wide and individual officer work schedules in a manner calculated to avoid generating an overtime obligation for the City.

F. The City reserves the authority to manage accrued overtime pay obligations and compensatory time accounts and to determine whether any such accrued obligations should be paid out or otherwise taken as leave time. Provided that:

1. The Department will provide a minimum of 24-hours' notice to an Officer before requiring the Officer to take compensatory (contractual or FLSA) time off.

2. An Officer's written request to take up to forty (40) hours compensatory time, when submitted with thirty (30) days' notice to the department, and approved in writing by the Chief, shall not be rescinded because of minimum staffing. Approved requests shall be charged against the contractual compensation time account first, if any, and then against the FLSA compensatory time account.

G. The provisions contained herein override any civil service statutory provisions inconsistent with this Article as per the authority of Section 174.006 of the Texas Local Government Code.

ARTICLE 14. CONTRACTUAL COMPENSATORY TIME FOR ON-CALL PAY

A. The Parties hereby agree to create a separate category of deferred compensation that is not otherwise mandated by FLSA law and identified herein as contractual compensatory time.

B. Contractual compensatory time shall apply to on-call pay as well as any other pays provided for in this Agreement that do not trigger a FLSA compensatory time calculation.

C. Contractual compensatory time shall be separately accounted for and reflected on individual payroll checks.

D. City Management reserves the right to determine whether and when to assign an Officer to a type of duty that would invoke the accrual of contractual compensatory time.

E. Officers who are required to be on-call and are released from restriction shall be compensated with four (4) hours of contractual compensatory time for each one-week period they are ordered to be under on-call restrictions.

F. Officers who are required to be on-call and cannot be released from on-call restrictions shall be compensated with 1.14 hours of contractual compensatory time for each twenty-four (24) hour period they are under the on-call restrictions.

G. The contractual compensatory time accounts existing at the conclusion of each fiscal

year shall be paid out no later than the second full pay period after the end of the fiscal year on September 30th.

ARTICLE 15. PAID TIME OFF: HOLIDAYS, HOLIDAY BENEFIT, AND PREMIUM PAY FOR HOLIDAY HOURS WORKED

A. **Recognized Holidays**. The following holidays shall be treated as official holidays for Officers for purposes of this Agreement:

1. New Year's Day (January 1st);
2. Martin Luther King, Jr. Day;
3. President's Day;
4. Good Friday;
5. Memorial Day;
6. Juneteenth;
7. Independence Day (July 4th);
8. Labor Day;
9. Veterans Day;
10. Thanksgiving Day;
11. Thanksgiving Friday;
12. Christmas Eve (December 24th);
13. Christmas Day (December 25th);
14. New Year's Eve (December 31st); and
15. One (1) Floating Holiday.

B. **Holiday Benefit**. Officers shall receive ten (10) hours at their regular rate of pay for each holiday specified above.

C. **Premium Pay for Hours Worked on Holiday**. Officers who work on a specified holiday period, other than the Floating Holiday, shall earn a premium rate of pay of 1.5 times their regular rate of pay for the entirety of their shift so long as the shift begins on the calendar date of the specified holiday. This premium rate of pay will be in addition to the holiday benefit specified above.

1. For purposes of calculating Premium Pay under this Article, a specified holiday begins at 12:01 a.m. and ends at 12:00 midnight on the calendar date of the holidays specified above.

2. Officers who are scheduled to work, but who do not in fact work productive hours for whatever reason (such as shift exchange, vacation, sick leave, unpaid leave, etc.) shall not receive Premium Pay under this Article but may, if applicable, apply comp time, sick leave, or vacation leave at the regular rate of pay for time missed from duty.

3. Overtime pay for FLSA purposes shall not be paid on top of or in addition to

any Premium Pay under this Article.

4. In order to use the Floating Holiday, the Officer shall be employed on January 1 of each calendar year to accrue the Floating Holiday and shall take such holiday by December 31 of the same calendar year.

5. The date of the Floating Holiday is at the Officer's discretion with Department Director approval.

6. Payment of holiday benefit, as well as Premium Pay for holiday hours worked, shall be paid in the pay period following the specified holiday.

ARTICLE 16. PAID TIME OFF: VACATION LEAVE (Exhibit C-1)

A. Vacation leave for Officers shall be governed by the City's vacation leave provisions contained in the Personnel Policy Manual attached as Exhibit C-1, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the vacation leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 17. PAID TIME OFF: SICK LEAVE (Exhibit C-2)

A. Sick leave for Officers shall be governed by the City's sick leave provisions contained in the Personnel Policy Manual attached as Exhibit C-2, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the sick leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 18. PAID TIME OFF: BEREAVEMENT LEAVE (Exhibit C-3)

A. Bereavement leave for Officers shall be governed by the City's bereavement leave provisions contained in the Personnel Policy Manual, attached as Exhibit C-3, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing city policy.

B. If during the term of this Agreement, the City modifies the bereavement leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 19. LINE OF DUTY ILLNESS AND INJURY LEAVE

A. The City shall provide an Officer with a leave of absence for an illness or injury related to the Officer's line of duty. The leave is full pay for a period commensurate with the nature of the line of duty illness or injury, as determined by an independent medical doctor or specialist. If necessary, the leave shall continue for at least one year.

B. The City may satisfy this obligation during its term through the utilization of workers' compensation coverage, short- or long-term disability compensation coverage, or through the use of other plans and programs, provided that the City shall provide for full salary continuation in the event that the plans or programs do not provide a full benefit.

C. At the end of the one-year period, the City's governing body has the option to extend the line of duty illness or injury leave at full or reduced pay. It shall be the Officer's responsibility to make timely application for such an extension in a timely fashion, and the decision of the City's governing body on the application shall be final and is neither appealable nor grievable.

D. If an Officer is temporarily disabled by a line of duty injury or illness, and if the year at full pay and any extensions granted by the governing body, if any, have expired, the Officer may use accumulated sick leave, vacation time, and other accrued benefits before the Officer is placed on temporary leave.

E. After recovery from a temporary disability, the Officer shall be reinstated at the same rank and with the same seniority the Officer had before going on temporary leave.

F. The City reserves the right at any time to order an Officer on temporary disability leave and receiving disability compensation to be evaluated and assessed by an appropriate health care specialist selected by the City, and at the City's expense, to determine an Officer's fitness for duty in the regularly assigned position.

ARTICLE 20. INSURANCE BENEFITS

A. The City agrees to provide Officers with health insurance coverage, life insurance, disability insurance, and any other related type of benefit on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

B. The Association shall be notified in advance of the re-negotiation by the City of its health insurance benefits package and offered the opportunity to comment on and locate and refer to alternate vendors.

ARTICLE 21. PENSION BENEFITS

The City agrees to provide Officers with retirement benefits and savings plans on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

ARTICLE 22. LINE OF DUTY DEATH BENEFIT

If an Officer dies in the course and scope of employment, the Officer's estate shall be paid for all of the deceased Officer's accrued sick leave, vacation leave, and compensatory time.

ARTICLE 23. OTHER ALLOWANCES

A. **Extra Jobs**. Officers shall be allowed to work extra-duty, security-related employment. The Chief of Police, or his designee, may deny such employment only upon offering a written justification of the denial to the Association.

B. **Lay-Off / Recall**. Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior officer and recall beginning with the most senior officer.

ARTICLE 24. PROBATIONARY PERIOD

A. Upon initial employment, beginning position Officers will serve a probationary period without right of appeal of one (1) year from the date of hire.

B. The probationary Officer will not be eligible for vacation benefits during the first six (6) months. Upon successful completion of the probationary period, benefits accrued will be retroactive to the original date of employment. The Officer will be added and has the option of adding his/her dependents to the group health insurance plan after thirty (30) days of employment.

C. An Officer applicant that has ~~five (5)~~ two (2) or more years of prior experience as a police officer, if hired, shall, upon successful completion of the ~~probationary period,~~Department's Field Training Program, be moved to the ~~three (3)~~ pay step in the scale ~~remaining there until the anniversary of their hire date~~ that corresponds to the total number of full years of police experience. The Officer applicant must have been actively employed as a full-time paid police officer with a municipal, county or state law enforcement agency or Honorably Discharged from a full-time paid police officer position with such an agency within the previous 24 months, provided that the applicant currently holds an active Texas Peace Officer License, and:

1. the applicant has a total of 2 years of active service for one or more municipal, county, or state law enforcement agencies that has at least 60 sworn police officers and handles a full array of urban police work (i.e., respond to all types of calls for law enforcement services);

2. Officer applicants who work or worked for an agency that has fewer than 60 sworn police officers may be evaluated on a case-by-case basis and the determination as to applicable police experience will be the decision of the Chief of Police.

3. The end of Field Training and the subsequent rise in pay step does not affect the Officer's probationary status.

D. During the probationary period, the Chief of Police may either confirm the hiring, extend the probationary period [not to exceed a total of fifteen (15) months unless this was a trainee appointment] to allow the Officer further time to prove ability to do the job, or dismiss

the Officer.

E. No probationary Officer shall be confirmed until the Officer is performing at the "Meets Expectations" level or better. Normally, confirmation takes place after twelve (12) months of probation. When the Chief of Police determines that a probationary Officer is performing at the level that "Exceeds Expectations" or better, the Chief of Police may, subject to the approval of the City Manager, reduce the probationary period to as little as six (6) months.

ARTICLE 25. GRIEVANCES & GRIEVANCE PROCEDURES (Exhibit D)

A. **Grievance Procedures Generally**. The purpose of these grievance procedures are to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement, promotion, demotion, suspension, and termination of Officers shall constitute a grievance under the provisions of this Article.

B. **Contract Grievances**. Grievances involving the interpretation, application, or enforcement of a specific clause of this Agreement, or promotions shall be resolved in the following manner.

1. **Step 1**. The aggrieved Officer shall submit his/her written grievance to the Association Grievance Committee, with a copy to the Chief, within twenty (20) calendar days of when the Officer knew or should have known of the occurrence of the event giving rise to the grievance. *See Contract Grievance Form*, attached hereto as Exhibit D1. The committee shall determine whether the grievance is valid. The committee shall judge each grievance in a fair and equitable manner and shall not discriminate against Officers who are not Association members. If, in its sole discretion, the grievance committee determines that the grievance is not valid, the committee shall give written notice of that determination to the aggrieved Officer.

2. **Step 2**. If the Association deems the grievance to be valid, the Association shall submit a written grievance to the Chief within twenty (20) calendar days of the date of the Officer filed the grievance with the Association. *See* Exhibit D1. If the Chief does not respond in writing to this grievance within ten (10) calendar days of its receipt, the grievance shall be deemed to be denied and the Association may progress to the next step. The grievance shall be deemed received by the Chief upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the Chief with the grievance attached, or unless otherwise indicated.

3. **Step 3**. If the grievance has not been resolved at Step 2, the Association shall submit the grievance in writing to the City Manager within ten (10) calendar days following the date that the Chief is required to respond. The City Manager shall respond in writing to this grievance within thirty (30) calendar days of its receipt. If the City Manager does not respond within thirty (30) calendar days, the grievance shall be deemed denied. The requirement in Steps 1 through 3 for

written grievances and responses shall not preclude the aggrieved Officer and the appropriate management representative from orally discussing and resolving the grievance. The grievance shall be deemed received by the City Manager upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the City Manager with the grievance attached, or unless otherwise indicated.

4. **Step 4**. If the grievance has not been resolved at Step 3, the Association may submit the grievance to arbitration for adjustment pursuant to the procedure set forth in this Agreement by submitting the written request for arbitration to the City Manager within ten (10) calendar days of receipt of the denial of the grievance from the City Manager.

5. The burden of proof on any contract grievances shall lie with the ASSOCIATION.

C. **Disciplinary Grievances Actions**. Disciplinary grievances and disciplinary grievance procedures shall be conducted in accordance with Chapter 143. Grievances involving disciplinary actions such as demotion, suspension, and termination of Officers by the Chief of Police shall be resolved in the following manner:

1. The Chief shall have the authority to demote, temporarily suspend [not to exceed fifteen (15) calendar days] or terminate any Officer for cause as set forth in the ordinances and rules and regulations of the City of Alvin and the Alvin Police Department.

2. The Chief may demote, suspend, or terminate an Officer and shall provide a written statement of charges to the Officer by personal service. The written statement shall point out the particular rule or rules alleged to have been violated by the Officer and the specific act or acts alleged to be in violation of the Civil Service Rules. Said statement shall inform the Officer that he/she has ten (10) calendar days after receipt thereof to file a written notice of appeal with the Civil Service Commission. A copy of such statement of charges shall be filed with the Civil Service Commission within 120 hours (five (5) days) after the discipline is served on the Officer.

3. If the Officer appeals the discipline to the Civil Service Commission, the Officer must file a Notice of Appeal (*See Notice of Appeal*, attached hereto as Exhibit D2). The Civil Service Commission must hear the appeal within 30 days after the date the Commission receives notice of appeal, or by agreement of the Officer and the Commission. All hearings before the Commission shall be held in accordance with the Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas, and with Chapter 143.

D. Notwithstanding any provision of this Article, or of the Collective Bargaining Agreement, the Chief shall have authority to temporarily suspend an Officer for no more than ninety (90) working days, when the Officer agrees to the suspension in writing. The Officer

shall have no right to appeal such agreed suspension or alter the terms of the Agreement. If during the term of an agreed suspension, the Officer applies for unemployment compensation benefits, the Officer shall be deemed to have violated the agreement and voluntarily resigned from employment with the City.

E. All time limits set forth in this Article must be strictly observed. Failure of the grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance, and the grievant may proceed to the Commission or arbitration.

ARTICLE 26. ARBITRATION PROCEDURES

A. An Officer may elect to appeal a demotion, suspension or termination to an independent third-party hearing examiner rather than the Commission, in accordance with Section 143.057 of the Texas Local Government Code (*See Notice of Appeal*, attached hereto as Exhibit D2).

B. Contract grievances not resolved by the contract grievance procedure shall be subject to binding arbitration. The sole function of the arbitrator in a contract grievance arbitration shall be to determine whether the City or the Association is correct with reference to the proper application and interpretation of this Agreement. The Arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter in any respect whatsoever, this Agreement or any part thereof.

C. All aspects of the arbitration shall be conducted in accordance with the labor arbitration rules of the AAA, except to the extent the parties agree otherwise. Each side is entitled to a one-time rejection of the first panel and may request a second panel within ten (10) calendar days from receipt of the panel. The party requesting the second panel must pay any expenses associated with requesting a new panel. The party requesting a second panel shall strike first for that panel selection. If there is no second panel requested, then the party who struck first on the previous arbitration appeal shall strike second. The second panel lists do not count for purposes of determining which party strikes first in a subsequent appeal. The parties shall make three alternating strikes and the one name that has not been struck by either party is selected as the arbitrator.

D. **Rules of Arbitration**. The following minimum rules related to any arbitration shall apply:

1. All arrangements of the date, time and location for the arbitration shall be mutually agreed upon, except that the arbitrator shall have jurisdiction in the event of any disputes over arbitration arrangements.

2. The decision of the Arbitrator shall be final and binding on the parties to this Agreement, unless the Arbitrator was without jurisdiction, exceeded his jurisdiction, or if the order was procured by fraud or other unlawful means.

3. Arbitration expenses shall be paid by the losing party. These costs include AAA

fees (except for a second panel request) and fees for the arbitrator. Such payment shall be made within thirty (30) days upon receipt of invoice. The losing party is determined by whether the Arbitrator sustains the action in whole for either party.

4. The Association shall bear the expense of any witness(es) called by the Association, and the City shall bear the expense of any witness(es) called by the City. Each party's case preparation and presentation shall be borne by that party. Each party may, at its own expense, tape record or prepare a stenographic record of the hearing. If a transcript of the proceeding is requested, then the requesting party shall pay for such transcript.

5. Officers subpoenaed to appear during working hours shall be treated as they would any other subpoena connected with their duties as a Police Officer.

ARTICLE 27. STABILITY OF AGREEMENT; SAVINGS CLAUSE

A. **Stability of Agreement**. No agreement, understanding, alteration or variation of the agreements, terms or provisions contained herein shall bind the parties unless made and executed in writing by the parties hereto.

B. **No Implied Waiver**. The failure of the City or the Association to insist in any one or more instance, upon performance of any of the terms or conditions of this Agreement, shall not be considered as waiver or relinquishment of the right of the City or the Association to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

C. **Savings Clause**. Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement, not any provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 28. GLOSSARY

For purposes of this Agreement, the following definitions shall apply:

AAA means the American Arbitration Association.

Agreement means this Collective Bargaining Labor Agreement.

Association or Union means the Alvin Police Officers' Association, or its duly recognized successors in interest.

Bargaining Agent refers to duly recognized association that serves as the exclusive bargaining agent for the sworn full-time police officers employed by the City of Alvin and as defined by

Chapter 174.

Bargaining Unit means all full time sworn police officers, except the Police Chief, as defined by Chapter 174.

Budget (Fiscal) Year refers to the City's fiscal year commencing on October 1 of any given year and ending at twelve midnight on September 30 of the subsequent year.

Calendar Year refers to a year beginning on January 1 and ending on December 31 of that year.

CBA means a Collective Bargaining Agreement and, when specified, to this Agreement.

Chapter 143 refers to the provisions Chapter 143 of the Texas Local Government Code, as amended, and which refer to the Municipal Civil Service For Firefighters and Police Officers.

Chapter 174 refers to the provisions of Chapter 174 of the Texas Local Government Code, as amended, and which refer to the Fire and Police Employee Relations Act.

Chief or Police Chief means the Chief of Police for the City of Alvin, Texas.

City means the City of Alvin, Texas, acting through its City Management chain of authority.

City Manager means the City Manager of the City of Alvin, Texas.

City Management means the chain of authority within the City's administrative structure starting with the Chief of Police and progressing to the City Manager.

Civil Service Commission or Commission means the Police Officers' Civil Service Commission for the City of Alvin, Texas.

CLEAT means the Combined Law Enforcement Associations of Texas.

Compensatory Time refers to a rate of pay in hours that is equivalent to time and a half of the number of productive hours worked that are classified as compensatory time pursuant to FLSA, or pursuant to a specific provision of this Agreement that provides for pay in terms of compensatory hours.

Contractual Comp Time is deferred pay in hours, as specified in this Agreement, but which would not otherwise trigger an overtime pay obligation under the FLSA.

Department means the Police Department for the City of Alvin, unless otherwise specified.

Execution Date means the date on which this Agreement is fully and formally considered, ratified, and approved by both the Association and the City in accordance with the respective procedures for such approval. The Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date means the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of this Agreement.

Fiscal Year means October 1 to September 30.

FLSA means the Fair Labor Standards Act.

Full Pay Period means a recurring bi-weekly (every other week) length of time over which employee time is recorded and paid. A full pay period starts on Monday of week 1 and ends Sunday of week 2.

Immediate Family Member has the same meaning as contained in the Family Medical Leave Act and is limited to the Officer, the Officer's spouse and any minor children, except as otherwise specifically provided for in this Agreement.

Labor Agreement means this Collective Bargaining Agreement negotiated between the parties.

Member refers to an Officer with the City of Alvin Police Department who is a bargaining unit member.

Officer or Police Officer means any sworn Police Officer of the City with the exception of the Chief of Police.

Overtime Pay refers to an Officer's regular rate of hourly pay, as that pay is to be calculated using FLSA standards, times 1.5.

Paid Time Off refers to any time period for which an Officer is entitled to receive pay without actually engaging in productive work hours.

Parties means the City of Alvin, Texas, and the Association jointly.

Pay Period means the standard pay period established by the City for payroll purposes.

TLGC means the Texas Local Government Code.

END OF DEFINITIONS

Exhibit A

ALVIN POLICE OFFICER'S ASSOCIATION
2026-27 SALARY SCHEDULE

PAY SCALE SELECTION

PAY SCALE 1
and
PAY SCALE 2

are included as the FINAL TWO PAGES of this document for City Council consideration.

CITY COUNCIL WILL SELECT ONE OF THE TWO PAY SCALES FOR APPROVAL.

Upon approval, the selected pay scale will be incorporated into the Collective Bargaining Agreement as EXHIBIT A.

Exhibit B

ALVIN POLICE OFFICER'S ASSOCIATION

PAYROLL DEDUCTION AUTHORIZATION FORM

I am hereby requesting and authorizing that the City of Alvin, Texas, deduct from my paycheck two (2) times per month the amount(s) listed below as of the date listed below and distribute as listed. These amounts are for the APOA and CLEAT dues, fees, and assessments in the amounts indicated:

APOA: _____

CLEAT: _____

TOTAL: _____

DATE: _____

NAME: _____

EMP ID#: _____

ADDRESS: _____

_____

DOB: _____

SSN: _____

ATTENTION PAYROLL DEPT:

This authorization and request shall remain in effect until further modified or revoked by me on a later dated subsequent form.

EMPLOYEE SIGNATURE:

_____

Exhibit C-1

RULE 33. VACATION LEAVE

A. The City Council hereby authorizes and continues a recognition of a vacation leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.

B. Vacation Day. A "vacation day" for purposes of this benefit is defined as a ten (10) hour period for all full-time employees, unless otherwise specified.

C. Eligibility to accrue Vacation Leave. Only regular full-time employees may accrue vacation leave under this authorization, regardless of their probationary status. Part-time and seasonal employees do not earn vacation leave.

D. Vacation leave accrues only during periods in which the employee works or is otherwise on an approved paid leave status.

E. Accrual Rate. An employee's increase of vacation accrual begins with the first pay period of their 6th, 15th, and 20th years of service.

F. The accrual of vacation hours specified below shall be calculated on a pro-rata basis by pay period.

Anniversary Date in Calendar Year	**Vacation Benefit as of Anniversary Date of Calendar Year**
1st through 5th years	80 hours (2 weeks)
6th through 14th years	120 hours (3 weeks)
15th through 19th years	160 hours (4 weeks)
20th year and above	200 hours (5 weeks)

G. An employee may not utilize accrued vacation leave until he/she has successfully completed his/her initial employment probationary period.

H. Employees are not required to take a full day of vacation; however, accrued vacation leave must be utilized in no less than one (1) hour increments.

I. Employees may not "borrow" or receive an advance of unearned vacation time, except upon specific request, and approval from, the City Manager for good cause shown.

J. Employees shall not receive payment of vacation in lieu of taking time off, except as otherwise provided in this Manual or as otherwise specifically authorized by the City Council.

K. Use and Scheduling of Vacation Leave. Whenever possible, employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation. No more than thirty (30) consecutive days of vacation time may be taken.

L. Maximum Accruals. The maximum number of vacation hours that may be accrued is two hundred and forty (240) hours. All time in excess of two hundred and forty (240) hours will be forfeited each year on September 30. Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is forfeited as of September 30th every year.

M. Compensation for Vacation Leave. Vacation leave shall be paid at the employee's base rate of pay at the time vacation leave is taken. It does not include overtime or any special forms of compensation.

N. Upon termination, retirement, resignation, death, or upon authorization and approval by the City Council, an employee shall be paid for accrued vacation leave using the employee's current straight time hourly rate in effect on the date of termination with the following exception:

> Police – Old Vacation Hours will be paid using the straight time hourly rate of pay for such employee in effect on October 1, 1998.

O. Payment for vacation hours is subject to the limitations specified in this rule, including the maximum accrual cap. Employees who terminated before completing a six (6) month probationary period will not receive payment for any vacation time.

Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted September 18, 2025)

Exhibit C-2

RULE 34. SICK LEAVE

A. The City Council hereby authorizes and continues a recognition of a sick leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.

B. Eligibility to Accrue Sick Leave. All full-time employees begin accruing paid sick leave one (1) month from date of hire. Part-time and seasonal employees do not accrue sick leave.

C. Sick leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status.

D. Accrual Rate. Sick leave for employees shall be computed on the basis of eight (8) hours for each full month employed in a calendar year so as to total ninety-six (96) hours per year.

E. Accrual of Sick Leave Unlimited. Employees will accrue sick leave hours so long as the employee holds a position with the City, but shall receive no payment or pay-out for accumulated sick leave at termination or separation from employment with the City.

F. Utilization. Accrued sick leave may be utilized under the following circumstances:

1. When an employee is unable to report to work because of illness or injury or other physical or mental disability that would prevent the employee from fulfilling the functions of his or her job duties; or

2. When an employee's physical or mental condition is such that reporting to work would reasonably expose the employee's co-workers to the risk of illness or injury; or

3. When state or federal law, such as the Family Medical Leave Act, otherwise allows an employee to utilize his or her own accrued sick leave time to care for other qualified members of the employee's immediate family, as such is defined in this Manual or other applicable law.

G. To take advantage of this benefit, employees must immediately notify the appropriate supervisor in accordance with the procedures adopted by their Department and provide appropriate documentation when required.

H. Documentation. Employees requesting paid sick leave must submit their request to their supervisor for approval.

1. An employee must present satisfactory proof of illness/injury that prevents him/her from working whenever the employee uses sick leave for three (3) or more consecutive work days, and at any other time if requested by the City.

2. An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member's illness, injury, and/or doctor/dentist appointment if the employee wishes to use accrued sick leave to care for a family member.

3. If the employee fails to present such proof in a timely manner, use of sick leave will not be allowed and no other paid leave may be used for the absence.

I. Abuse of Sick Leave Privileges. Because sick leave is a benefit that covers conditions or situation defined in this Manual, the City reserves the right to investigate and to act upon employee conduct that constitutes an abuse or misuse of sick leave. An employee who utilizes sick leave benefits under false or improper pretenses is subject to disciplinary action, up to and including termination.

J. No Future Sick Leave Pay-Out Upon Termination or Separation. Except as otherwise provided in a separate labor agreement, or in carry-over policy for employees hired before and after October 2, /1998, City employees shall not be entitled to receive any future or further pay-out of accrued sick leave hours upon separation from employment, but shall continue to accrue such hours indefinitely for future utilization so long as the employee is employed by the City.

Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted September 18, 2025)

Exhibit C-3

RULE 36. BEREAVEMENT LEAVE

A. The City provides probationary and regular full-time employees paid time off for bereavement leave, up to a maximum of three (3) work days, in the event of a death(s) in the family. For the purpose of authorizing bereavement leave "family" is defined as current spouse, children, stepchildren, parents, stepparents, parents of the employee's spouse, brothers, sisters, grandchildren and grandparents by blood or marriage.

B. An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation.

C. Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as vacation, comp time or, if no vacation or comp time is available, as authorized leave without pay upon approval of the Department Director.

D. Employees who wish to attend funerals or for bereavement leave for other than family as defined above, must use vacation or compensatory time.

Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted September 18, 2025)

Exhibit D-1

CONTRACT
GRIEVANCE FORM

Grievance Submission by Member

Grievant must use this form, or one substantially like it, for filing contract grievances with the Association Contract Grievance Committee and subsequent steps of the procedure.

Name _____

Address_____ City/State/Zip _____Phone _____

Division_____ Title/Rank_____ Shift _____ Phone _____

A. **Factual Basis of the Grievance**. Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

_____

_____

_____

B. **Contract Articles, Terms, etc., Believed to be Violated**. Identify specific provisions of the Contract that you believe have been violated and explain why provisions apply to your complaint.

_____

_____

_____

C. **Remedy or Adjustment Sought**. Specify what remedy or adjustment you seek.

_____

_____

_____

_____ _____
Employee Signature Date

_____ _____
Association Representative Date

ASSOCIATION CONTRACT GRIEVANCE COMMITTEE RULING

Grievance Committee's Submittal. Refer to Contract Grievance cause number for employee's statement of facts.

Officer Name _____

Grievance Committee Statement

The Association Grievance Committee met and reviewed the attached contract grievance and reached the following Conclusion(s) on the Grievance.

_____

_____

_____

_____

_____

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____ Reject Grievance _____

_____ _____
Grievance Committee Representative Date

_____ _____
Association Representative Date

Exhibit D-2

OFFICER'S NOTICE OF APPEAL

This form must be used for filing an appeal of a disciplinary action. Please attach a copy of the written notice of disciplinary action you received.

Name _____

Address_____

Home Phone _____ Work Cell Phone _____

Division_____ Title/Rank_____ Station/Shift _____

Supervisor _____

Date you received the written notice of disciplinary action: _____

I wish to appeal this disciplinary action for a hearing before the following (please initial next to your choice):

_____ Police Officers' Civil Service Commission

_____ Third-Party Hearing Examiner – Arbitrator

Basis for appeal (in accordance with Section 143.010(b):

_____

_____

_____

_____

_____ _____

Employee Signature Date

Exhibit D-2
Notice of Appeal Form

PAY SCALE 1 – COA

(Pay Scale 1 - COA or Pay Scale 2 - APOA)
To be inserted as Exhibit A pending City Council Vote)

POLICE OFFICER	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current 10/2025	$ 35.08	$ 36.01	$ 36.94	$ 37.88	$ 38.80	$ 39.73	$ 40.66	$ 41.63	$ 42.56	$ 43.49
Effective 10/2026	$ 35.43	$ 36.32	$ 37.22	$ 38.16	$ 39.11	$ 40.09	$ 41.09	$ 42.12	$ 43.17	$ 44.25

SPECIALIST/ CORPORAL	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current 10/2025	$ 38.81	$ 39.75	$ 40.67	$ 41.60	$ 42.54	$ 43.50	$ 44.43	$ 45.37	$ 46.30
Effective 10/2026	$ 39.20	$ 40.18	$ 41.18	$ 42.21	$ 43.27	$ 44.35	$ 45.46	$ 46.59	$ 47.76

SERGEANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current 10/2025	$ 42.75	$ 44.16	$ 44.89	$ 45.58	$ 46.29	$ 46.99	$ 47.72	$ 48.43
Effective 10/2026	$ 43.18	$ 44.26	$ 45.36	$ 46.50	$ 47.66	$ 48.85	$ 50.07	$ 51.32

LIEUTENANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current 10/2025	$ 50.19	$ 51.61	$ 52.33	$ 53.02	$ 53.74	$ 54.42	$ 55.36
Effective 10/2026	$ 50.69	$ 51.96	$ 53.26	$ 54.59	$ 55.95	$ 57.35	$ 58.79

CAPTAIN	Starting	Step 1	Step 2	Step 3
Current 10/2025	$ 56.79	$ 58.18	$ 58.89	$ 59.58
Effective 10/2026	$ 57.36	$ 58.79	$ 60.26	$ 61.77

Example: An officer who is in Step 3 and earning $37.88 per hour as of September 30, 2026, will increase to an hourly rate of $38.16 effective October 1, 2026, the officer will remain in Step 3 until the officer's anniversary or promotion date, at which time the officer will advance to Step 4 at $39.11 per hour.

PAY SCALE 2 – APOA

(Pay Scale 1 - COA or Pay Scale 2 - APOA)
To be inserted as Exhibit A pending City Council Vote)

POLICE OFFICER	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current 10/2025	$ 35.08	$ 36.01	$ 36.94	$ 37.88	$ 38.80	$ 39.73	$ 40.66	$ 41.63	$ 42.56	$ 43.49
Effective 10/2026	$ 36.13	$37.22	$ 38.33	$ 39.48	$ 40.67	$ 41.89	$ 43.14	$ 44.44	$ 45.77	$ 47.14

SPECIALIST/ CORPORAL	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current 10/2025	$ 38.81	$ 39.75	$ 40.67	$ 41.60	$ 42.54	$ 43.50	$ 44.43	$ 45.37	$ 46.30
Effective 10/2026	$ 39.97	$ 41.17	$ 42.41	$ 43.68	$ 44.99	$ 46.34	$ 47.73	$ 49.16	$ 50.64

SERGEANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current 10/2025	$ 42.75	$ 44.16	$ 44.89	$ 45.58	$ 46.29	$ 46.99	$ 47.72	$ 48.43
Effective 10/2026	$ 44.03	$ 45.35	$ 46.71	$ 48.12	$ 49.56	$ 51.05	$ 52.58	$ 54.15

LIEUTENANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current 10/2025	$ 50.19	$ 51.61	$ 52.33	$ 53.02	$ 53.74	$ 54.42	$ 55.36
Effective 10/2026	$ 51.70	$ 53.25	$ 54.84	$ 56.49	$ 58.18	$ 59.93	$ 61.73

CAPTAIN	Starting	Step 1	Step 2	Step 3
Current 10/2025	$ 56.79	$ 58.18	$ 58.89	$ 59.58
Effective 10/2026	$ 58.49	$ 60.25	$ 62.06	$ 63.92

Example: An officer who is in Step 3 and earning $37.88 per hour as of September 30, 2026, will increase to an hourly rate of $39.48 effective October 1, 2026, the officer will remain in Step 3 until the officer's anniversary or promotion date, at which time the officer will advance to Step 4 at $40.67 per hour.

COLLECTIVE BARGAINING LABOR AGREEMENT

Between the

CITY OF ALVIN, TEXAS

And the

ALVIN POLICE OFFICERS' ASSOCIATION
("APOA")

Fiscal Year 2025-2026

City Hall • 216 West Sealy • Alvin, Texas 77511
www.alvin.gov

SIGNATURE & EXECUTION PAGE

THE FOLLOWING INSTRUMENT HAS BEEN DULY NEGOTIATED, REVIEWED, AND APPROVED BY EACH OF THE SIGNATORIES INDICATED BELOW:

THE CITY OF ALVIN, TEXAS
(Approved by City Council action taken on _____, 2025).

By: _____
Gabe Adame
Mayor

By: _____ Dated: _____
Dixie Roberts
City Secretary

THE ALVIN POLICE OFFICERS' ASSOCIATION ("APOA")
(Approved by APOA Membership as per Email Communication dated _____, 2025).

By: _____
Steven Kelly
President, APOA

_____ Dated: _____
Jay Jackson
Secretary, APOA

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ARTICLE 1. PARTIES TO THE AGREEMENT

A. The following Agreement ("Agreement") by and between the CITY OF ALVIN, TEXAS ("the City"), and the Alvin Police Officers' Association ("the ASSOCIATION" or "the APOA"), is hereby recorded in accordance with the Fire and Police Employee Relations Act of the State of Texas, Chapter 174 of the Texas Local Government Code.

B. The CITY OF ALVIN, TEXAS, hereafter referred to as the "the CITY OF ALVIN," the "CITY," or the "EMPLOYER," is a home rule municipality organized under the law of the State of Texas.

C. The ALVIN POLICE OFFICERS' ASSOCIATION, hereafter referred to as "the ASSOCIATION," or "APOA," is an association, as such is the duly recognized bargaining agent as per Chapter 174 of the Texas Local Government Code ("Chapter 174") for the purpose of representing qualifying members of the police bargaining unit covered under Chapter 174.

D. References to the CITY and the ASSOCIATION jointly shall be to the "PARTIES."

ARTICLE 2. PURPOSE OF THIS AGREEMENT

A. The CITY and the ASSOCIATION agree that the efficient and uninterrupted performance of the municipal police function is a primary purpose of this Agreement, as well as the establishment of fair and reasonable compensation and working conditions for the Police Officers of the City.

B. The Agreement has been reached through the process of collective bargaining with the City and the APOA. This Agreement, therefore, is intended to be, in all respects, in the public interest and to be in compliance with the requirements of Chapter 174.

ARTICLE 3. RECOGNITION CLAUSE

A. The CITY OF ALVIN hereby recognizes the ALVIN POLICE OFFICERS' ASSOCIATION as the sole and exclusive bargaining agent for all police officers, in accordance with Chapter 174, as well as the applicable provisions of Chapter 143 of the Texas Local Government Code ("Chapter 143").

B. It is also the intention of the PARTIES that the terms of this Agreement shall be binding upon the successors and assignees of the PARTIES hereto during the active term of this Agreement.

ARTICLE 4. AUTHORITY AND TERM

A. **Term of the Agreement**. Except as otherwise provided for within, this Agreement shall cover a period of one (1) year starting on October 1, 2025 (FY 2025-26) through September 30, 2026.

B. **Automatic Renewal Provisions**. The following automatic renewal provisions shall also apply:

1. If during the first year of this Agreement, the PARTIES do not reach a new fully executed and approved agreement prior to midnight, September 30, 2026 (the end of this current Agreement), then the parties agree that the terms of this Agreement shall continue for the subsequent fiscal year in question, that is, FY 2026-27 (the first holdover year).

2. Further, if in the first holdover year, the APOA tenders a further notice of intent to bargain, and the PARTIES do not reach a new agreement prior to midnight, September 30, 2027, then all terms of this current Agreement shall continue to remain in full force and effect for another fiscal year, that is, FY 2027-28 (the second holdover year).

C. **Final Termination of Contract**. The PARTIES further agree that this Agreement shall automatically terminate upon the earlier of one of the following conditions:

1. That a newly negotiated Agreement is approved and effectuated by and between the PARTIES at any time after January 1, 2026, but before September 30, 2026 (the end of FY 2026); or

2. As of midnight, on September 30, 2028.

ARTICLE 5. RELATIONSHIP TO OTHER LAWS, RULES & POLICIES

A. Individual Civil Rights Not Affected. Nothing in this Agreement is intended to detract from or otherwise affect any civil rights that an individual police officer, as an employee of the City, would otherwise have under state or federal law.

B. The Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas, shall apply to all Officers.

C. Personnel Policy Manual. The provisions of the City's Personnel Policy Manual, as amended from time to time by the City Council, shall apply to all Officers, except as otherwise specifically provided for in this Agreement.

D. Departmental Policies and Procedures. The provisions of the Police Department Policies and Procedures, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

E. Other Rules and Regulations. The provisions of any other statutory or administrative rule, regulation, or policy pertaining to law enforcement operations and personnel management, as amended, shall continue to apply to all Officers, except as otherwise specifically provided for in this Agreement.

ARTICLE 6. MANAGEMENT RIGHTS

The PARTIES understand and agree that the CITY OF ALVIN, TEXAS, as a duly constituted home rule municipality under the Constitution and Laws of the State of Texas, retains all those powers, privileges, rights, and authority conferred upon it by law, and nothing in this Agreement shall be construed or interpreted as being in derogation of, or delegation of, those powers, privileges, rights, and authority, other than what is legally required under Chapter 174 and related caselaw interpretations of the statute.

ARTICLE 7. NO STRIKE-NO LOCK OUT

A. The ASSOCIATION agrees that, during the term of this Agreement, it will not authorize, ratify, encourage, or otherwise support any strikes, slow-downs, picketing, or any other form of work stoppage or interference with the business of the City, and will cooperate with the City in preventing and/or halting any such action. The City agrees that it will not authorize, ratify, encourage, or otherwise support any lockout during the term of this Agreement.

B. The PARTIES understand and agree that the City may discipline and/or discharge any employee who instigates, participates, or gives leadership to any act or conduct prohibited by this Article. The City may also invoke any remedies authorized by Section 174.205 of the Texas Local Government Code, in the event of any strike, work stoppage, or slow-down.

ARTICLE 8. AUTHORIZED ASSOCIATION ACTIVITY

A. **Association President**. The President of the Association shall have the right to visit the premises of the Police Department on reasonable notice to the Chief for the purpose of administering this Agreement. Such visits shall be conducted in a manner so as not to interfere with the functions of the Department.

B. **Association Leave Pool**. On each January 1, the City will deduct four (4) hours of sick leave from each member of the Association to be contributed to a pool to be known as the "Association Leave Pool." This pool may be used by the Association to receive time off with pay to attend scheduled state and national association board meetings, conventions and training programs; labor and police related training programs; arbitration and grievance hearings of members by elected Association officials or representatives; and other Association-related activities.

C. **Member Right of Withdrawal**. During the December preceding the January deduction, any member desiring not to contribute to the Association Leave Pool must make a written, no-deduction request to the City accounting office. The Officer must hand deliver such request to the City finance department.

D. **Utilization of Leave Pool**. The Association President shall notify the Chief in writing at least five (5) working days in advance of any requested use of the Association Leave Pool. Such requests by the Association shall not be unreasonably refused. The Chief may order any Association members using the leave pool to report for duty as assigned by the Chief during

an emergency situation.

E. **Bulletin Boards**. The Association shall be permitted the exclusive right to an Association bulletin board at the Police Department in an area visible to members of the Association.

F. **Dues Deductions**. The City shall grant a payroll deduction of Association dues, fees, or assessments for APOA and/or CLEAT only on a form attached as an exhibit to this Agreement. *See* Exhibit B.

G. The City shall notify the Association of any member who revokes his or her membership within seven (7) working days of the date of revocation.

ARTICLE 9. WAGES, SALARIES, & COMPENSATION (Exhibit A)

A. **Base and Step Pay Matrix**. Pay will be determined by the Base Pay Matrix, attached as Exhibit A. Effective the first full pay period after September 30, 2025, all Officers governed by the APOA shall be categorized in the FY 2025-26 Base Pay Matrix according to their tenure in rank. For the remaining period covered by this Agreement, all step-based increases from the Base Pay Matrix shall occur on the anniversary date of the individual officer's hire date or date of promotion, if applicable.

B. Effective the first full pay period after September 30, 2025 (the first year), the Matrix reflects a $4.00 per hour increase in base wages to the Police Officer paygrade, a $4.00 per hour increase in base wages to the Corporal/Detective/Specialist paygrade, a $4.00 per hour increase in base wages to the Sergeant paygrade, $4.00 per hour increase in base wages to the Lieutenant paygrade, and a $4.00 per hour increase in base wages to the Captain paygrade.

C. **Promotional Pay**. Upon promotion to a higher classification, an officer in the highest pay scale shall be moved to the pay step that is closest to his/her current pay, but not less than current pay. From this new step, the Officer will receive a one-step promotional bonus. The Officer will remain at this step until the anniversary of their promotion date.

D. **Longevity Pay**. Longevity pay for Officers shall be paid in accordance with existing City policy for civilian personnel. Either party may reopen discussion on longevity pay if the City modifies its longevity pay policy.

E. The PARTIES acknowledge that the City's projected annual revenues may fluctuate substantially during any fiscal year. The Parties agree to initiate negotiations as to the wage and salary and certificate pay provisions in this Agreement if the City gives notice under this provision of the occurrence of either of the following two conditions:

1. Where the electorate of the City subjects the City to a rollback tax election which results in a reduction in revenue due to a reduction in the City's tax rate; or

2. Where the City Council makes a good faith determination that because of an

act of God or that the projected revenue to the City for a fiscal year would be unable to support the implementation of the wage rate agreed upon.

ARTICLE 10. CERTIFICATION AND EDUCATION PAY

A. The City shall compensate Officers possessing a TCOLE certificate in the amounts specified in the tables below as follows:

TCOLE Certificate	Monthly Stipend
Intermediate Certificate	$50.00 per month
Advanced Certificate	$275.00 per month
Master Peace Officer Certificate	$350.00 per month

B. The City shall also compensate Officers possessing a Degree from a U.S. based accredited institution of higher learning in the amounts specified in the tables below as follows:

College Degree	Monthly Stipend
Associate Degree	$30.00 per month
Bachelor's Degree	$60.00 per month
Master's Degree	$120.00 per month

ARTICLE 11. SUPPLEMENTAL PAYS

A. **Night Shift Differential**. Patrol officers assigned to work a night shift shall receive an additional one dollar ($1.00) per hour to their regular hourly rate of pay.

1. A night shift for purposes of this provision shall begin at 6:00 p.m. and end at 6:00 a.m.

2. This night shift differential does not apply to any duty hours that an Officer may work outside of the night shift period specified above.

3. Similarly, this night shift differential does not apply to any Officer who is not assigned to night shift, but who may work duty hours during a night shift at any given time.

B. **Step-Up Pay**. Any Corporal/Specialist performing duties above their normal pay grade (i.e., "step-up") for two (2) consecutive shifts shall receive a rate increase of one dollar ($1.00) per hour during the temporary assignment. The chain of command, including the Police Chief, must be notified before step-up assignments are given and concluded.

C. **Bilingual Stipend**. An Officer, upon being certified by the department as "bilingual,"

shall receive a stipend of fifty dollars ($50.00) per month beginning with the first pay period after certification. Certification standards will be maintained by the department and shall include a fluency/proficiency test.

D. **Training Officer Pay**. An Officer who is assigned by the Chief and who performs the specific duty of training and evaluating officers shall receive an additional $5.00 per hour for those hours worked as a Training Officer.

E. **Call Out Pay**. Officers who are called to work outside their regular schedule, including attendance at court, shall be paid at least two (2) hours minimum. The City may assign tasks to those Officers during that period of time.

F. **Physical Fitness Compensation**. In January of every year, officers must complete the physical test of a 2,000-meter row on the Concept 2 rower. The physical test shall be administered by a certified tester, in accordance with the standards set by the Texas Department of Public Safety.

1. After one (1) attempt, Officers will receive compensatory time for their scores as follows:

    a. An accrual of 24 hours of compensatory time for a score between 70 to 89%; or

    b. An accrual of 40 hours compensatory time for a score of 90% or above.

2. This accrual of compensatory time shall have no cash value and must be used by December 31st or the time will be forfeited.

3. This accrual of compensatory time shall not be considered as "hours actually worked" for the purposes of qualifying for overtime pursuant to the FLSA.

4. Neither the forfeiture of accrued compensatory time under this provision, nor any denial of the specific use of this compensatory time, shall be appealable or grievable.

G. **City-Sponsored Events/Parades**. Officers who voluntarily sign up to work at City-sponsored events or parades shall be paid their overtime rate (for hours actually worked during the City-sponsored event/parade), regardless of physical hours worked during that pay period, so long as the City-sponsored event/parade falls within a pay period that also includes a recognized City holiday. If insufficient personnel sign up for these events, other personnel may have their schedules altered. These altered schedules will be paid at the personnel's normal rate of pay (overtime calculated as normal).

ARTICLE 12. FRINGE BENEFITS

A. **Target Ammunition for Practice**. The City shall provide each Officer with a minimum of two hundred and fifty (250) rounds of practice ammunition annually. Such

ammunition shall be controlled and distributed by the Department's Firearm Proficiency Control Officer.

B. **Clothing and Equipment Allowance**.

1. The City shall furnish all uniforms, protective vests, hats, jackets, and raincoats without cost to the Officers. Protective vests shall be replaced every five (5) years.

2. The City shall repair or replace all uniforms and reasonable personal equipment lost or damaged in the line of duty of officers.

3. In addition, each Officer, including both uniformed and plainclothes, shall receive an allowance of $155.00 per month, from the date of employment, for the purpose of:

   a. cleaning, maintaining, and repairing equipment assigned to or required of the officer; and

   b. acquiring equipment required by the department related to performance of duties.

4. Each plainclothes Officer shall receive a clothing allowance of $600.00 per fiscal year during the first pay period of each fiscal year.

C. **Continuous Duty Meal Break**. An Officer who is assigned to continuous duty for a period of twelve (12) hours or more, shall be permitted to suspend patrol or other assigned duties, subject to immediate recall at all times, for forty-five (45) minutes for the purpose of having one meal during the tour of duty.

ARTICLE 13. FLSA OVERTIME PAY AND COMPENSATORY TIME

A. In accordance with the Fair Labor Standards Act provisions for Police Officers, there is hereby established a two-week pay period for determination of overtime pay. Work performed by an Officer in excess of eighty-two (82) hours in any given two-week pay period shall be compensated on the basis of 1.5 times the Officer's regular rate of pay in salary or compensatory time.

B. For purposes of this FLSA overtime provision, and with the exception of any compensatory time earned pursuant to Article 11(F) herein, compensatory time shall be considered as hours actually worked for the purposes of qualifying for overtime.

C. The hourly overtime rate of pay shall be calculated in compliance with the FLSA requirements for such pay.

D. Accumulation of compensatory time shall be capped at sixty (60) hours.

E. The City reserves the authority to adjust both department-wide and individual officer work schedules in a manner calculated to avoid generating an overtime obligation for the City.

F. The City reserves the authority to manage accrued overtime pay obligations and compensatory time accounts and to determine whether any such accrued obligations should be paid out or otherwise taken as leave time. Provided that:

1. The Department will provide a minimum of 24-hours' notice to an Officer before requiring the Officer to take compensatory (contractual or FLSA) time off.

2. An Officer's written request to take up to forty (40) hours compensatory time, when submitted with thirty (30) days' notice to the department, and approved in writing by the Chief, shall not be rescinded because of minimum staffing. Approved requests shall be charged against the contractual compensation time account first, if any, and then against the FLSA compensatory time account.

G. The provisions contained herein override any civil service statutory provisions inconsistent with this Article as per the authority of Section 174.006 of the Texas Local Government Code.

ARTICLE 14. CONTRACTUAL COMPENSATORY TIME FOR ON-CALL PAY

A. The Parties hereby agree to create a separate category of deferred compensation that is not otherwise mandated by FLSA law and identified herein as contractual compensatory time.

B. Contractual compensatory time shall apply to on-call pay as well as any other pays provided for in this Agreement that do not trigger a FLSA compensatory time calculation.

C. Contractual compensatory time shall be separately accounted for and reflected on individual payroll checks.

D. City Management reserves the right to determine whether and when to assign an Officer to a type of duty that would invoke the accrual of contractual compensatory time.

E. Officers who are required to be on-call and are released from restriction shall be compensated with four (4) hours of contractual compensatory time for each one-week period they are ordered to be under on-call restrictions.

F. Officers who are required to be on-call and cannot be released from on-call restrictions shall be compensated with 1.14 hours of contractual compensatory time for each twenty-four (24) hour period they are under the on-call restrictions.

G. The contractual compensatory time accounts existing at the conclusion of each fiscal year shall be paid out no later than the second full pay period after the end of the fiscal year

on September 30th.

ARTICLE 15. PAID TIME OFF: HOLIDAYS, HOLIDAY BENEFIT, AND PREMIUM PAY FOR HOLIDAY HOURS WORKED

A. **Recognized Holidays**. The following holidays shall be treated as official holidays for Officers for purposes of this Agreement:

1. New Year's Day (January 1st);
2. Martin Luther King, Jr. Day;
3. President's Day;
4. Good Friday;
5. Memorial Day;
6. Juneteenth;
7. Independence Day (July 4th);
8. Labor Day;
9. Veterans Day;
10. Thanksgiving Day;
11. Thanksgiving Friday;
12. Christmas Eve (December 24th);
13. Christmas Day (December 25th);
14. New Year's Eve (December 31st); and
15. One (1) Floating Holiday.

B. **Holiday Benefit**. Officers shall receive ten (10) hours at their regular rate of pay for each holiday specified above.

C. **Premium Pay for Hours Worked on Holiday**. Officers who work on a specified holiday period, other than the Floating Holiday, shall earn a premium rate of pay of 1.5 times their regular rate of pay for the entirety of their shift so long as the shift begins on the calendar date of the specified holiday. This premium rate of pay will be in addition to the holiday benefit specified above.

1. For purposes of calculating Premium Pay under this Article, a specified holiday begins at 12:01 a.m. and ends at 12:00 midnight on the calendar date of the holidays specified above.

2. Officers who are scheduled to work, but who do not in fact work productive hours for whatever reason (such as shift exchange, vacation, sick leave, unpaid leave, etc.) shall not receive Premium Pay under this Article but may, if applicable, apply comp time, sick leave, or vacation leave at the regular rate of pay for time missed from duty.

3. Overtime pay for FLSA purposes shall not be paid on top of or in addition to any Premium Pay under this Article.

4. In order to use the Floating Holiday, the Officer shall be employed on January 1 of each calendar year to accrue the Floating Holiday and shall take such holiday by December 31 of the same calendar year.

5. The date of the Floating Holiday is at the Officer's discretion with Department Director approval.

6. Payment of holiday benefit, as well as Premium Pay for holiday hours worked, shall be paid in the pay period following the specified holiday.

ARTICLE 16. PAID TIME OFF: VACATION LEAVE (Exhibit C-1)

A. Vacation leave for Officers shall be governed by the City's vacation leave provisions contained in the Personnel Policy Manual attached as Exhibit C-1, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the vacation leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 17. PAID TIME OFF: SICK LEAVE (Exhibit C-2)

A. Sick leave for Officers shall be governed by the City's sick leave provisions contained in the Personnel Policy Manual attached as Exhibit C-2, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing City policy.

B. If during the term of this Agreement, the City modifies the sick leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 18. PAID TIME OFF: BEREAVEMENT LEAVE (Exhibit C-3)

A. Bereavement leave for Officers shall be governed by the City's bereavement leave provisions contained in the Personnel Policy Manual, attached as Exhibit C-3, on the same terms and conditions as provided to the remainder of eligible City employees in accordance with existing city policy.

B. If during the term of this Agreement, the City modifies the bereavement leave policy, then either party may request to reopen this Article for further negotiations.

ARTICLE 19. LINE OF DUTY ILLNESS AND INJURY LEAVE

A. The City shall provide an Officer with a leave of absence for an illness or injury related to the Officer's line of duty. The leave is full pay for a period commensurate with the nature of the line of duty illness or injury, as determined by an independent medical doctor or specialist. If necessary, the leave shall continue for at least one year.

B. The City may satisfy this obligation during its term through the utilization of workers'

compensation coverage, short- or long-term disability compensation coverage, or through the use of other plans and programs, provided that the City shall provide for full salary continuation in the event that the plans or programs do not provide a full benefit.

C. At the end of the one-year period, the City's governing body has the option to extend the line of duty illness or injury leave at full or reduced pay. It shall be the Officer's responsibility to make timely application for such an extension in a timely fashion, and the decision of the City's governing body on the application shall be final and is neither appealable nor grievable.

D. If an Officer is temporarily disabled by a line of duty injury or illness, and if the year at full pay and any extensions granted by the governing body, if any, have expired, the Officer may use accumulated sick leave, vacation time, and other accrued benefits before the Officer is placed on temporary leave.

E. After recovery from a temporary disability, the Officer shall be reinstated at the same rank and with the same seniority the Officer had before going on temporary leave.

F. The City reserves the right at any time to order an Officer on temporary disability leave and receiving disability compensation to be evaluated and assessed by an appropriate health care specialist selected by the City, and at the City's expense, to determine an Officer's fitness for duty in the regularly assigned position.

ARTICLE 20. INSURANCE BENEFITS

A. The City agrees to provide Officers with health insurance coverage, life insurance, disability insurance, and any other related type of benefit on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

B. The Association shall be notified in advance of the re-negotiation by the City of its health insurance benefits package and offered the opportunity to comment on and locate and refer to alternate vendors.

ARTICLE 21. PENSION BENEFITS

The City agrees to provide Officers with retirement benefits and savings plans on the same terms and conditions as provided to the remainder of City employees, as that coverage may change over time.

ARTICLE 22. LINE OF DUTY DEATH BENEFIT

If an Officer dies in the course and scope of employment, the Officer's estate shall be paid for all of the deceased Officer's accrued sick leave, vacation leave, and compensatory time.

ARTICLE 23. OTHER ALLOWANCES

A. **Extra Jobs**. Officers shall be allowed to work extra-duty, security-related employment. The Chief of Police, or his designee, may deny such employment only upon offering a written justification of the denial to the Association.

B. **Lay-Off / Recall**. Seniority shall be the sole factor in layoff and recall, with layoff being accomplished beginning with the least senior officer and recall beginning with the most senior officer.

ARTICLE 24. PROBATIONARY PERIOD

A. Upon initial employment, beginning position Officers will serve a probationary period without right of appeal of one (1) year from the date of hire.

B. The probationary Officer will not be eligible for vacation benefits during the first six (6) months. Upon successful completion of the probationary period, benefits accrued will be retroactive to the original date of employment. The Officer will be added and has the option of adding his/her dependents to the group health insurance plan after thirty (30) days of employment.

C. An Officer applicant that has five (5) or more years of prior experience as a police officer, if hired, shall, upon successful completion of the probationary period, be moved to step three (3) pay in the scale, remaining there until the anniversary of their hire date.

D. During the probationary period, the Chief of Police may either confirm the hiring, extend the probationary period [not to exceed a total of fifteen (15) months unless this was a trainee appointment] to allow the Officer further time to prove ability to do the job, or dismiss the Officer.

E. No probationary Officer shall be confirmed until the Officer is performing at the "Meets Expectations" level or better. Normally, confirmation takes place after twelve (12) months of probation. When the Chief of Police determines that a probationary Officer is performing at the level that "Exceeds Expectations" or better, the Chief of Police may, subject to the approval of the City Manager, reduce the probationary period to as little as six (6) months.

ARTICLE 25. GRIEVANCES & GRIEVANCE PROCEDURES (Exhibit D)

A. **Grievance Procedures Generally**. The purpose of these grievance procedures are to establish effective machinery for the fair, expeditious, and orderly adjustment of grievances. Only matters involving the interpretation, application, or enforcement of the terms of this Agreement, promotion, demotion, suspension, and termination of Officers shall constitute a grievance under the provisions of this Article.

B. **Contract Grievances**. Grievances involving the interpretation, application, or enforcement of a specific clause of this Agreement, or promotions shall be resolved in the

following manner.

1. **Step 1**. The aggrieved Officer shall submit his/her written grievance to the Association Grievance Committee, with a copy to the Chief, within twenty (20) calendar days of when the Officer knew or should have known of the occurrence of the event giving rise to the grievance. *See Contract Grievance Form*, attached hereto as Exhibit D1. The committee shall determine whether the grievance is valid. The committee shall judge each grievance in a fair and equitable manner and shall not discriminate against Officers who are not Association members. If, in its sole discretion, the grievance committee determines that the grievance is not valid, the committee shall give written notice of that determination to the aggrieved Officer.

2. **Step 2**. If the Association deems the grievance to be valid, the Association shall submit a written grievance to the Chief within twenty (20) calendar days of the date of the Officer filed the grievance with the Association. *See* Exhibit D1. If the Chief does not respond in writing to this grievance within ten (10) calendar days of its receipt, the grievance shall be deemed to be denied and the Association may progress to the next step. The grievance shall be deemed received by the Chief upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the Chief with the grievance attached, or unless otherwise indicated.

3. **Step 3**. If the grievance has not been resolved at Step 2, the Association shall submit the grievance in writing to the City Manager within ten (10) calendar days following the date that the Chief is required to respond. The City Manager shall respond in writing to this grievance within thirty (30) calendar days of its receipt. If the City Manager does not respond within thirty (30) calendar days, the grievance shall be deemed denied. The requirement in Steps 1 through 3 for written grievances and responses shall not preclude the aggrieved Officer and the appropriate management representative from orally discussing and resolving the grievance. The grievance shall be deemed received by the City Manager upon three (3) calendar days after the postmark on the letter containing the grievance, the date of the email sent to the City Manager with the grievance attached, or unless otherwise indicated.

4. **Step 4**. If the grievance has not been resolved at Step 3, the Association may submit the grievance to arbitration for adjustment pursuant to the procedure set forth in this Agreement by submitting the written request for arbitration to the City Manager within ten (10) calendar days of receipt of the denial of the grievance from the City Manager.

5. The burden of proof on any contract grievances shall lie with the ASSOCIATION.

C. **Disciplinary Grievances Actions**. Disciplinary grievances and disciplinary grievance procedures shall be conducted in accordance with Chapter 143. Grievances involving

disciplinary actions such as demotion, suspension, and termination of Officers by the Chief of Police shall be resolved in the following manner:

1. The Chief shall have the authority to demote, temporarily suspend [not to exceed fifteen (15) calendar days] or terminate any Officer for cause as set forth in the ordinances and rules and regulations of the City of Alvin and the Alvin Police Department.

2. The Chief may demote, suspend, or terminate an Officer and shall provide a written statement of charges to the Officer by personal service. The written statement shall point out the particular rule or rules alleged to have been violated by the Officer and the specific act or acts alleged to be in violation of the Civil Service Rules. Said statement shall inform the Officer that he/she has ten (10) calendar days after receipt thereof to file a written notice of appeal with the Civil Service Commission. A copy of such statement of charges shall be filed with the Civil Service Commission within 120 hours (five (5) days) after the discipline is served on the Officer.

3. If the Officer appeals the discipline to the Civil Service Commission, the Officer must file a Notice of Appeal (*See Notice of Appeal*, attached hereto as Exhibit D2). The Civil Service Commission must hear the appeal within 30 days after the date the Commission receives notice of appeal, or by agreement of the Officer and the Commission. All hearings before the Commission shall be held in accordance with the Local Civil Service Rules for the Police Officers' Civil Service Commission of the City of Alvin, Texas, and with Chapter 143.

D. Notwithstanding any provision of this Article, or of the Collective Bargaining Agreement, the Chief shall have authority to temporarily suspend an Officer for no more than ninety (90) working days, when the Officer agrees to the suspension in writing. The Officer shall have no right to appeal such agreed suspension or alter the terms of the Agreement. If during the term of an agreed suspension, the Officer applies for unemployment compensation benefits, the Officer shall be deemed to have violated the agreement and voluntarily resigned from employment with the City.

E. All time limits set forth in this Article must be strictly observed. Failure of the grievant to comply with the time limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the City to respond within the time limits shall constitute a denial of the grievance, and the grievant may proceed to the Commission or arbitration.

ARTICLE 26. ARBITRATION PROCEDURES

A. An Officer may elect to appeal a demotion, suspension or termination to an independent third-party hearing examiner rather than the Commission, in accordance with Section 143.057 of the Texas Local Government Code (*See Notice of Appeal*, attached hereto as Exhibit D2).

B. Contract grievances not resolved by the contract grievance procedure shall be subject to binding arbitration. The sole function of the arbitrator in a contract grievance arbitration shall be to determine whether the City or the Association is correct with reference to the proper application and interpretation of this Agreement. The Arbitrator shall not have any authority to change, amend, modify, supplement, or otherwise alter in any respect whatsoever, this Agreement or any part thereof.

C. All aspects of the arbitration shall be conducted in accordance with the labor arbitration rules of the AAA, except to the extent the parties agree otherwise. Each side is entitled to a one-time rejection of the first panel and may request a second panel within ten (10) calendar days from receipt of the panel. The party requesting the second panel must pay any expenses associated with requesting a new panel. The party requesting a second panel shall strike first for that panel selection. If there is no second panel requested, then the party who struck first on the previous arbitration appeal shall strike second. The second panel lists do not count for purposes of determining which party strikes first in a subsequent appeal. The parties shall make three alternating strikes and the one name that has not been struck by either party is selected as the arbitrator.

D. **Rules of Arbitration**. The following minimum rules related to any arbitration shall apply:

1. All arrangements of the date, time and location for the arbitration shall be mutually agreed upon, except that the arbitrator shall have jurisdiction in the event of any disputes over arbitration arrangements.

2. The decision of the Arbitrator shall be final and binding on the parties to this Agreement, unless the Arbitrator was without jurisdiction, exceeded his jurisdiction, or if the order was procured by fraud or other unlawful means.

3. Arbitration expenses shall be paid by the losing party. These costs include AAA fees (except for a second panel request) and fees for the arbitrator. Such payment shall be made within thirty (30) days upon receipt of invoice. The losing party is determined by whether the Arbitrator sustains the action in whole for either party.

4. The Association shall bear the expense of any witness(es) called by the Association, and the City shall bear the expense of any witness(es) called by the City. Each party's case preparation and presentation shall be borne by that party. Each party may, at its own expense, tape record or prepare a stenographic record of the hearing. If a transcript of the proceeding is requested, then the requesting party shall pay for such transcript.

5. Officers subpoenaed to appear during working hours shall be treated as they would any other subpoena connected with their duties as a Police Officer.

ARTICLE 27. STABILITY OF AGREEMENT; SAVINGS CLAUSE

A. **Stability of Agreement**. No agreement, understanding, alteration or variation of the agreements, terms or provisions contained herein shall bind the parties unless made and executed in writing by the parties hereto.

B. **No Implied Waiver**. The failure of the City or the Association to insist in any one or more instance, upon performance of any of the terms or conditions of this Agreement, shall not be considered as waiver or relinquishment of the right of the City or the Association to future performance of any such term or condition, and the obligations of the City and the Association to such future performance shall continue in full force and effect.

C. **Savings Clause**. Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement, not any provisions herein, shall become inoperative or fail by reason of the invalidity of any other portion or provision.

ARTICLE 28. GLOSSARY

For purposes of this Agreement, the following definitions shall apply:

AAA means the American Arbitration Association.

Agreement means this Collective Bargaining Labor Agreement.

Association or Union means the Alvin Police Officers' Association, or its duly recognized successors in interest.

Bargaining Agent refers to duly recognized association that serves as the exclusive bargaining agent for the sworn full-time police officers employed by the City of Alvin and as defined by Chapter 174.

Bargaining Unit means all full time sworn police officers, except the Police Chief, as defined by Chapter 174.

Budget (Fiscal) Year refers to the City's fiscal year commencing on October 1 of any given year and ending at twelve midnight on September 30 of the subsequent year.

Calendar Year refers to a year beginning on January 1 and ending on December 31 of that year.

CBA means a Collective Bargaining Agreement and, when specified, to this Agreement.

Chapter 143 refers to the provisions Chapter 143 of the Texas Local Government Code, as amended, and which refer to the Municipal Civil Service For Firefighters and Police Officers.

Chapter 174 refers to the provisions of Chapter 174 of the Texas Local Government Code, as amended, and which refer to the Fire and Police Employee Relations Act.

Chief or Police Chief means the Chief of Police for the City of Alvin, Texas.

City means the City of Alvin, Texas, acting through its City Management chain of authority.

City Manager means the City Manager of the City of Alvin, Texas.

City Management means the chain of authority within the City's administrative structure starting with the Chief of Police and progressing to the City Manager.

Civil Service Commission or Commission means the Police Officers' Civil Service Commission for the City of Alvin, Texas.

CLEAT means the Combined Law Enforcement Associations of Texas.

Compensatory Time refers to a rate of pay in hours that is equivalent to time and a half of the number of productive hours worked that are classified as compensatory time pursuant to FLSA, or pursuant to a specific provision of this Agreement that provides for pay in terms of compensatory hours.

Contractual Comp Time is deferred pay in hours, as specified in this Agreement, but which would not otherwise trigger an overtime pay obligation under the FLSA.

Department means the Police Department for the City of Alvin, unless otherwise specified.

Execution Date means the date on which this Agreement is fully and formally considered, ratified, and approved by both the Association and the City in accordance with the respective procedures for such approval. The Execution Date of this Agreement is not necessarily the same as the Effective Date of the Agreement, which is defined separately.

Effective Date means the date on which the terms and conditions contained in this Agreement are formally implemented as per the terms of this Agreement.

Fiscal Year means October 1 to September 30.

FLSA means the Fair Labor Standards Act.

Full Pay Period means a recurring bi-weekly (every other week) length of time over which employee time is recorded and paid. A full pay period starts on Monday of week 1 and ends Sunday of week 2.

Immediate Family Member has the same meaning as contained in the Family Medical Leave Act and is limited to the Officer, the Officer's spouse and any minor children, except as otherwise specifically provided for in this Agreement.

Labor Agreement means this Collective Bargaining Agreement negotiated between the parties.

Member refers to an Officer with the City of Alvin Police Department who is a bargaining unit member.

Officer or Police Officer means any sworn Police Officer of the City with the exception of the Chief of Police.

Overtime Pay refers to an Officer's regular rate of hourly pay, as that pay is to be calculated using FLSA standards, times 1.5.

Paid Time Off refers to any time period for which an Officer is entitled to receive pay without actually engaging in productive work hours.

Parties means the City of Alvin, Texas, and the Association jointly.

Pay Period means the standard pay period established by the City for payroll purposes.

TLGC means the Texas Local Government Code.

END OF DEFINITIONS

Exhibit A

ALVIN POLICE OFFICER'S ASSOCIATION
2025-26 SALARY SCHEDULE (Proposed October 1, 2025)

POLICE OFFICER	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Current 10/2024	$ 31.08	$ 32.01	$ 32.94	$ 33.88	$ 34.80	$ 35.73	$ 36.66	$ 37.63	$ 38.56	$ 39.49
Effective 10/2025	$ 35.08	$ 36.01	$ 36.94	$ 37.88	$ 38.80	$ 39.73	$ 40.66	$ 41.63	$ 42.56	$ 43.49

SPECIALIST/ CORPORAL	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Current 10/2024	$ 34.81	$ 35.75	$ 36.67	$ 37.60	$ 38.54	$ 39.50	$ 40.43	$ 41.37	$ 42.30
Effective 10/2025	$ 38.81	$ 39.75	$ 40.67	$ 41.60	$ 42.54	$ 43.50	$ 44.43	$ 45.37	$ 46.30

SERGEANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Current 10/2024	$ 38.75	$ 40.16	$ 40.89	$ 41.58	$ 42.29	$ 42.99	$ 43.72	$ 44.43
Effective 10/2025	$ 42.75	$ 44.16	$ 44.89	$ 45.58	$ 46.29	$ 46.99	$ 47.72	$ 48.43

LIEUTENANT	Starting	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Current 10/2024	$ 46.19	$ 47.61	$ 48.33	$ 49.02	$ 49.74	$ 50.42	$ 51.36
Effective 10/2025	$ 50.19	$ 51.61	$ 52.33	$ 53.02	$ 53.74	$ 54.42	$ 55.36

CAPTAIN	Starting	Step 1	Step 2	Step 3
Current 10/2024	$ 52.79	$ 54.18	$ 54.89	$ 55.58
Effective 10/2025	$ 56.79	$ 58.18	$ 58.89	$ 59.58

Exhibit B

ALVIN POLICE OFFICER'S ASSOCIATION

PAYROLL DEDUCTION AUTHORIZATION FORM

I am hereby requesting and authorizing that the City of Alvin, Texas, deduct from my paycheck two (2) times per month the amount(s) listed below as of the date listed below and distribute as listed. These amounts are for the APOA and CLEAT dues, fees, and assessments in the amounts indicated:

APOA: _____

CLEAT: _____

TOTAL: _____

DATE: _____

NAME: _____

EMP ID#: _____

ADDRESS: _____

_____

DOB: _____

SSN: _____

ATTENTION PAYROLL DEPT:

This authorization and request shall remain in effect until further modified or revoked by me on a later dated subsequent form.

EMPLOYEE SIGNATURE:

_____

Exhibit C-1

RULE 33. VACATION LEAVE

A. The City Council hereby authorizes and continues a recognition of a vacation leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.

B. Vacation Day. A "vacation day" for purposes of this benefit is defined as a ten (10) hour period for all full-time employees, unless otherwise specified.

C. Eligibility to accrue Vacation Leave. Only regular full-time employees may accrue vacation leave under this authorization, regardless of their probationary status. Part-time and seasonal employees do not earn vacation leave.

D. Vacation leave accrues only during periods in which the employee works or is otherwise on an approved paid leave status.

E. Accrual Rate. An employee's increase of vacation accrual begins with the first pay period of their 6th, 15th, and 20th years of service.

F. The accrual of vacation hours specified below shall be calculated on a pro-rata basis by pay period.

Anniversary Date in Calendar Year	**Vacation Benefit as of Anniversary Date of Calendar Year**
1st through 5th years	80 hours (2 weeks)
6th through 14th years	120 hours (3 weeks)
15th through 19th years	160 hours (4 weeks)
20th year and above	200 hours (5 weeks)

G. An employee may not utilize accrued vacation leave until he/she has successfully completed his/her initial employment probationary period.

H. Employees are not required to take a full day of vacation; however, accrued vacation leave must be utilized in no less than one (1) hour increments.

I. Employees may not "borrow" or receive an advance of unearned vacation time, except upon specific request, and approval from, the City Manager for good cause shown.

J. Employees shall not receive payment of vacation in lieu of taking time off, except as otherwise provided in this Manual or as otherwise specifically authorized by the City Council.

K. Use and Scheduling of Vacation Leave. Whenever possible, employees are encouraged to submit their preferred vacation schedule to the appropriate supervisor as far in advance as possible to relieve any scheduling problems that may develop. To ensure proper payment of vacation pay, employees must make sure they have an approved vacation request on file before leaving for vacation. No more than thirty (30) consecutive days of vacation time may be taken.

L. Maximum Accruals. The maximum number of vacation hours that may be accrued is two hundred and forty (240) hours. All time in excess of two hundred and forty (240) hours will be forfeited each year on September 30. Employees will not be paid for vacation in excess of the maximum accrual or for vacation that is forfeited as of September 30th every year.

M. Compensation for Vacation Leave. Vacation leave shall be paid at the employee's base rate of pay at the time vacation leave is taken. It does not include overtime or any special forms of compensation.

N. Upon termination, retirement, resignation, death, or upon authorization and approval by the City Council, an employee shall be paid for accrued vacation leave using the employee's current straight time hourly rate in effect on the date of termination with the following exception:

> Police – Old Vacation Hours will be paid using the straight time hourly rate of pay for such employee in effect on October 1, 1998.

O. Payment for vacation hours is subject to the limitations specified in this rule, including the maximum accrual cap. Employees who terminated before completing a six (6) month probationary period will not receive payment for any vacation time.

Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted December 19, 2024)

Exhibit C-2

RULE 34. SICK LEAVE

A. The City Council hereby authorizes and continues a recognition of a sick leave benefit, as specified below. The City Council reserves its authority to modify this benefit at any time by resolution.

B. Eligibility to Accrue Sick Leave. All full-time employees begin accruing paid sick leave one (1) month from date of hire. Part-time and seasonal employees do not accrue sick leave.

C. Sick leave accrues only during pay periods in which the employee works or is otherwise on an approved paid leave status.

D. Accrual Rate. Sick leave for employees shall be computed on the basis of eight (8) hours for each full month employed in a calendar year so as to total ninety-six (96) hours per year.

E. Accrual of Sick Leave Unlimited. Employees will accrue sick leave hours so long as the employee holds a position with the City, but shall receive no payment or pay-out for accumulated sick leave at termination or separation from employment with the City.

F. Utilization. Accrued sick leave may be utilized under the following circumstances:

1. When an employee is unable to report to work because of illness or injury or other physical or mental disability that would prevent the employee from fulfilling the functions of his or her job duties; or

2. When an employee's physical or mental condition is such that reporting to work would reasonably expose the employee's co-workers to the risk of illness or injury; or

3. When state or federal law, such as the Family Medical Leave Act, otherwise allows an employee to utilize his or her own accrued sick leave time to care for other qualified members of the employee's immediate family, as such is defined in this Manual or other applicable law.

G. To take advantage of this benefit, employees must immediately notify the appropriate supervisor in accordance with the procedures adopted by their Department and provide appropriate documentation when required.

H. Documentation. Employees requesting paid sick leave must submit their request to their supervisor for approval.

1. An employee must present satisfactory proof of illness/injury that prevents him/her from working whenever the employee uses sick leave for three (3) or more consecutive work days, and at any other time if requested by the City.

2. An employee may also be required to present satisfactory proof of family relationship and/or satisfactory proof of a family member's illness, injury, and/or doctor/dentist appointment if the employee wishes to use accrued sick leave to care for a family member.

3. If the employee fails to present such proof in a timely manner, use of sick leave will not be allowed and no other paid leave may be used for the absence.

I. Abuse of Sick Leave Privileges. Because sick leave is a benefit that covers conditions or situation defined in this Manual, the City reserves the right to investigate and to act upon employee conduct that constitutes an abuse or misuse of sick leave. An employee who utilizes sick leave benefits under false or improper pretenses is subject to disciplinary action, up to and including termination.

J. No Future Sick Leave Pay-Out Upon Termination or Separation. Except as otherwise provided in a separate labor agreement, or in carry-over policy for employees hired before and after October 2, /1998, City employees shall not be entitled to receive any future or further pay-out of accrued sick leave hours upon separation from employment, but shall continue to accrue such hours indefinitely for future utilization so long as the employee is employed by the City.

Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted December 19, 2024)

Exhibit C-3

RULE 36. BEREAVEMENT LEAVE

A. The City provides probationary and regular full-time employees paid time off for bereavement leave, up to a maximum of three (3) work days, in the event of a death(s) in the family. For the purpose of authorizing bereavement leave "family" is defined as current spouse, children, stepchildren, parents, stepparents, parents of the employee's spouse, brothers, sisters, grandchildren and grandparents by blood or marriage.

B. An employee may be required to provide proof of death/funeral/family relationship in support of bereavement leave. Bereavement leave pay is paid at the employee's base rate at the time of absence. It does not include overtime or any special forms of compensation.

C. Employees who wish to take bereavement leave must notify their supervisor immediately. Employees may take additional time off as vacation, comp time or, if no vacation or comp time is available, as authorized leave without pay upon approval of the Department Director.

D. Employees who wish to attend funerals or for bereavement leave for other than family as defined above, must use vacation or compensatory time.

Excerpted from Personnel Policy Manual, City of Alvin, Texas
(Adopted December 19, 2024)

Exhibit D-1

CONTRACT
GRIEVANCE FORM

Grievance Submission by Member

Grievant must use this form, or one substantially like it, for filing contract grievances with the Association Contract Grievance Committee and subsequent steps of the procedure.

Name _____

Address_____ City/State/Zip _____Phone _____

Division_____ Title/Rank_____ Shift _____ Phone _____

A. **Factual Basis of the Grievance**. Include date, time, place, and employees or individuals involved. If more space is needed, continue on a separate sheet of paper, and attach to this form.

_____

_____

_____

B. **Contract Articles, Terms, etc., Believed to be Violated**. Identify specific provisions of the Contract that you believe have been violated and explain why provisions apply to your complaint.

_____

_____

_____

C. **Remedy or Adjustment Sought**. Specify what remedy or adjustment you seek.

_____

_____

_____

_____ _____
Employee Signature Date

_____ _____
Association Representative Date

ASSOCIATION CONTRACT GRIEVANCE COMMITTEE RULING

Grievance Committee's Submittal. Refer to Contract Grievance cause number for employee's statement of facts.

Officer Name _____

Grievance Committee Statement

The Association Grievance Committee met and reviewed the attached contract grievance and reached the following Conclusion(s) on the Grievance.

_____

_____

_____

_____

_____

GRIEVANCE COMMITTEE RECOMMENDATION

Forward for Adjustment _____ Reject Grievance _____

_____ _____
Grievance Committee Representative Date

_____ _____
Association Representative Date

OFFICER'S NOTICE OF APPEAL

This form must be used for filing an appeal of a disciplinary action. Please attach a copy of the written notice of disciplinary action you received.

Name _____

Address_____

Home Phone _____ Work Cell Phone _____

Division_____ Title/Rank_____ Station/Shift _____

Supervisor _____

Date you received the written notice of disciplinary action: _____

I wish to appeal this disciplinary action for a hearing before the following (please initial next to your choice):

_____ Police Officers' Civil Service Commission

_____ Third-Party Hearing Examiner – Arbitrator

Basis for appeal (in accordance with Section 143.010(b):

_____

_____

_____

_____

_____ _____

Employee Signature Date

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Finance

Contact: Michael Gibbs, Finance Director, Junru Roland, City Manager

Agenda Item: Consider Ordinance 26-S, adopting the annual budget for the City of Alvin, Texas, for Fiscal Year 2026-27; excluding the Fire Department and Fire Capital budgets; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: On July 16, 2026, the City Manager presented the FY 2026-27 proposed budget to City Council. Subsequently, three (3) budget workshops were held on August 6, 2026, August 11, 2026, and August 20, 2026, whereby City Council and staff reviewed the proposed budget. A budget public hearing was held by City Council at the regularly scheduled meeting on August 20, 2026, where citizens were provided an opportunity to comment on the proposed budget.

This ordinance provides for the adoption of the Fiscal Year 2026–27 Annual Budget, excluding the Fire Department operating and capital budgets, which will be considered separately by City Council. Council Member Scott Salter serves as a volunteer firefighter and will refrain from participating in the consideration and vote on the Fire Department budget items.

State law and the City Charter require that the City enact an annual budget. The Charter requires that an ordinance to establish appropriations must be approved by a favorable vote of a majority of the members of the City Council. Local Government Code §102.007 states that a vote to adopt the budget must be a record vote.

The proposed Fiscal Year 2026-27 Annual Budget has been posted on the city's website, as required, and can be viewed **here.**

Staff recommends adoption of Ordinance 26-S.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Account: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/27/26

Finance Review Required: N/A __ Required X **Date Completed:** _

Supporting documents attached:

1. Ord 26-S; FY2026-2027 Budget Adoption (excluding fire)

Recommendation: Move to approve Ordinance 26-S, adopting the annual budget for the City of

Alvin, Texas, for Fiscal Year 2026-27; excluding the Fire Department and Fire Capital budgets; directing the City Secretary to post a copy of the budget on the City of Alvin website; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: __
Reviewed by Chief Financial Officer, if applicable: __
Reviewed by City Attorney, if applicable:X
Reviewed by City Manager, if applicable: X

ORDINANCE 26-S

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ADOPTING THE BUDGET FOR THE CITY OF ALVIN, TEXAS, FOR FISCAL YEAR 2026-2027; EXCLUDING THE FIRE DEPARTMENT AND FIRE CAPITAL BUDGETS, WHICH WILL BE CONSIDERED AND ADOPTED SEPARATELY; DIRECTING THE CITY SECRETARY TO POST A COPY OF THE BUDGET ON THE CITY OF ALVIN WEBSITE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Texas State Law and the City's Home Rule Charter require that the City enact an annual budget; and

WHEREAS, the City desires to comply with sound budgetary principles and protect the citizens of the City by maintaining a fund balance adequate to cover the needs of the City during fiscal year 2026-2027; and

WHEREAS, the budget for fiscal year 2026-2027 reflects City Council's best efforts at providing a balanced budget and maintaining the necessary fund balance to meet the City's needs; and

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council hereby adopts the City of Alvin Annual Budget for fiscal year 2026-2027, excluding the Fire Department and Fire Capital budgets, which shall be considered and adopted separately by the City Council. Such budget is adopted by the favorable vote of a majority of the members of the City Council of the City of Alvin in a Council meeting duly assembled in accordance with Article VII of the Home-Rule Charter of the City of Alvin, Texas.

Section 3. That the City Council files the budget with the City Secretary and directs the City Secretary to post a copy of the budget on the City of Alvin website.

Section 4. **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.

Section 5. That the recorded vote of the City Council on this Ordinance is:

Council Members voting **FOR** adoption:

_____

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Council Members voting **AGAINST** adoption:

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_____

Council Members absent:

_____

_____

PASSED and APPROVED on the 3rd day of September 2026.

CITY OF ALVIN, TEXAS: **ATTEST**

By: _____ By: _____

Gabe Adame, Mayor Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: City Manager **Contact:** Junru Roland, City Manager

Agenda Item: Consider Ordinance 26-T, adopting the Fire Department and Fire Capital Budgets for the City of Alvin, Texas for Fiscal Year 2026-2027; directing the City Secretary to post a copy of the budgets on the City of Alvin website; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: The Fire Department operating and capital budgets for Fiscal Year 2026–27 are being considered separately from the remainder of the City's Annual Budget to allow Council Member Scott Salter, who serves as a volunteer firefighter, to refrain from participating in the consideration and vote on this item.

The Fire Department operating and capital budgets were included as part of the proposed Fiscal Year 2026–27 Annual Budget presented to City Council on July 16, 2026, and reviewed during the budget workshops held on August 6, August 11, and August 20, 2026.

The proposed Fiscal Year 2026-27 Annual Budget has been posted on the city's website, as required, and can be viewed **here**.

- Fire Department Operations Budget - go to PDF page # 127 or (page #116 in the budget)
- Fire Capital Fund Budget - go to PDF page # 249 (page #238 in the budget)

Approval of this ordinance will adopt the Fire Department operating and capital budgets for Fiscal Year 2026–27.

Staff recommends adoption of Ordinance 26-T.

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Account: ___ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/27/26

Finance Review Required: N/A __ Required X **Date Completed:** _____

Supporting documents attached:

1. Ord 26-T; FY2026-2027 Fire Budget Adoption

Recommendation: Move to approve Ordinance 26-T, adopting the Fire Department and Fire Capital Budgets for the City of Alvin, Texas for Fiscal Year 2026-2027; directing the City Secretary to post a copy of the budgets on the City of Alvin website;

and setting forth other provisions related thereto.

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: X

ORDINANCE 26-T

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ADOPTING THE FIRE DEPARTMENT AND FIRE CAPITAL BUDGETS FOR THE CITY OF ALVIN, TEXAS, FOR FISCAL YEAR 2026-2027; DIRECTING THE CITY SECRETARY TO POST A COPY OF THE BUDGETS ON THE CITY OF ALVIN WEBSITE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Texas State Law and the City's Home Rule Charter require that the City enact an annual budget; and

WHEREAS, the City desires to comply with sound budgetary principles and protect the citizens of the City by maintaining a fund balance adequate to cover the needs of the City during fiscal year 2026-2027; and

WHEREAS, the Fire Department and Fire Capital budget for fiscal year 2026-2027 reflect City Council's best efforts at providing for the needs of the City;

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council hereby adopts the City of Alvin **Fire Department and Fire Capital budget** for fiscal year 2026-2027. Said budgets are adopted by the favorable vote of a majority of the members of the City Council of the City of Alvin in a Council meeting duly assembled in accordance with Article VII of the Home-Rule Charter of the City of Alvin, Texas.

Section 3. That the City Council files the budget with the City Secretary and directs the City Secretary to post a copy of the budget on the City of Alvin website.

Section 4. **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.

Section 5. That the recorded vote of the City Council on this Ordinance is:

Council Members voting **FOR** adoption:

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_____

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Council Members voting **AGAINST** adoption:

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Council Members abstaining:

_____

Council Members absent:

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PASSED and APPROVED on the 3rd day of September 2026.

CITY OF ALVIN, TEXAS: **ATTEST**

By: _____ By: _____
Gabe Adame, Mayor Dixie Roberts, City Secretary

AGENDA COMMENTARY

Meeting Date: 9/3/2026

Department: Finance

Contact: Michael Gibbs, Finance Director, Junru Roland, City Manager

Agenda Item: Consider Ordinance 26-U, adopting and levying the ad valorem tax rate for Tax Year 2026 (FY27), commencing October 1, 2026, and ending September 30, 2027.

Type of Item: Ordinance

Summary: A taxing unit may not impose property taxes in any year until the governing body has adopted a tax rate for that year, and the annual tax rate must be set by ordinance, resolution, or order, depending on the method prescribed by law for adoption by the governing body. The vote on the ordinance, resolution, or order setting the tax rate must be separate from the vote adopting the budget.

For a taxing unit, other than a school district, the vote on the ordinance, resolution, or order setting a tax rate that exceeds the no-new-revenue tax rate must be a record vote, and at least 60 percent of the members of the governing body must vote in favor of the ordinance, resolution, or order.

According to Texas Tax Code 26.05(a), each component of the tax rate (M&O and I&S) must be approved separately. The statute does not state that separate motions are needed, so clarifying verbiage is added to the attached ordinance to separate the two components.

For Tax Year 2026, City Council set a proposed tax rate not to exceed $0.700635 per $100 of taxable assessed value, which is 6.08% above the Fiscal Year 2027 No-New-Revenue tax rate of $0.660463. During subsequent City Council budget workshops, city council discussed adopting a tax rate of $0.695000 per $100 of taxable assessed value, which is approximately 5.23% above the no-new revenue tax rate.

Tax year	2015	2016	2017	2018	2019	2020
Fiscal Year	2016	2017	2018	2019	2020	2021
Tax Rate	$0.838600	$0.798000	$0.788000	$0.788000	$0.778000	$0.768000

Tax Year	2021	2022	2023	2024	2025	2026
Fiscal Year	2022	2023	2024	2025	2026	2027
Tax Rate	$0.768000	$0.710000	$0.685000	$0.685000	$0.685000	$0.695000

Funding Expected: Revenue _ Expenditure _ N/A X **Budgeted Item:** Yes __ No _ N/A X

Funding Account: ____ **Amount:** ____ **1295 Form Required?** Yes __ No X

Legal Review Required: N/A __ Required X **Date Completed:** MS 8/27/2026

Finance Review Required: N/A __ Required X **Date Completed:** _

Supporting documents attached:

1. Ord 26-U; Adopting 2026 Tax Rate

Recommendation: Move to approve Ordinance 26-U, to adopt and levy the ad valorem tax rate for Tax Year 2026 (FY27), commencing October 1, 2026, and ending September 30, 2027, be adopted at a rate of _____ per $100 of valuation.

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: X

ORDINANCE 26-U

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ADOPTING AND LEVYING THE AD VALOREM TAX RATES FOR THE GENERAL FUND MAINTENANCE AND OPERATIONS AND FOR DEBT SERVICE FOR THE CITY OF ALVIN FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Section 26.05(a) of the Texas Tax Code requires taxing authorities to adopt a property tax rate by September 30 of each year or within sixty (60) days after receipt of the certified appraisal roll; and

WHEREAS, Section 26.05(a) of the Texas Tax Code requires the total property tax rate be approved in two components: (l) Maintenance and Operations; and (2) Debt Service; and

WHEREAS, the City's tax rate consists of the following two components:

1. The rate that, if applied to the total taxable value, will impose the amount of taxes needed to pay debt service ($0.154018 per $100 valuation); and

2. the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operations expenditures of the City for the next year ($0.540982 per $100 valuation); and

WHEREAS, the annual tax rate exceeds the no-new-revenue tax rate, and the City Council will comply with all applicable notice, hearing, voting, and tax rate adoption requirements of Chapter 26 of the Texas Tax Code;

WHEREAS, this year's levy to fund maintenance and operations expenditures exceeds last year's maintenance and operations tax levy.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE BY $-9.11.

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

That there be and is hereby levied for the year 2026 on all real and personal property within the City limits of the City of Alvin, Texas, except so much thereof as may be exempt by the Constitution and laws of the State of Texas and of the United States the following:

Section 1. An ad valorem tax of and at the rate of $0.540982 on each One Hundred Dollars

of valuation for the real and personal property and mineral royalties owned within the City limits of Alvin on the first day of January 2026 to provide for the current expenses of the City of Alvin, Texas (General Fund).

Section 2. An ad valorem tax of and at the rate of $0.011338 on each One Hundred Dollars of valuation for the real and personal property situated and owned within the City limits of Alvin on the first day of January 2026 to pay current interest and to provide a Sinking Fund on the General Obligation Refunding Bonds, Series 2017.

Section 3. An ad valorem tax rate of and at the rate of $0.043967 on each One Hundred Dollars of valuation for the real and personal property situated and owned within the City limits of Alvin on the first day of January 2026 to pay current interest and to provide a Sinking Fund on the Certificates of Obligation, Series 2019.

Section 4. An ad valorem tax of and at the rate of $0.013678 on each One Hundred Dollars of valuation for the real and personal property situated and owned within the City limits of Alvin on the first day of January 2026 to pay current interest and to provide a Sinking Fund on the Certificates of Obligation, Series 2020.

Section 5. An ad valorem tax of and at the rate of $0.021877 on each One Hundred Dollars of valuation for the real and personal property situated and owned within the City limits of Alvin on the first day of January 2026 to pay current interest and to provide a Sinking Fund on the Certificates of Obligation, Series 2023.

Section 6. An ad valorem tax of and at the rate of $0.063158 on each One Hundred Dollars of valuation for the real and personal property situated and owned within the City limits of Alvin on the first day of January 2026 to pay current interest and to provide a Sinking Fund on the Certificates of Obligation, Series 2025.

Section 7. A total tax rate of all property was set at $0.695000 per One Hundred Dollars valuation, and such total tax rate was adopted by favorable majority of the members of the City Council of the City of Alvin, Texas, in a Council meeting duly assembled in accordance with the Home-Rule Charter of the City of Alvin, Texas, and such action is hereby ratified, confirmed and affirmed.

Section 8. Taxes are to be calculated on the basis of one hundred percent (100%) of assessed value for the 2026 tax year.

Section 9. The required public hearing on the proposed ad valorem tax rate (property tax rate for Tax Year 2026 and Fiscal Year 2026-2027) for the City of Alvin was held by the City Council at 7:00 p.m. on Thursday, September 3, 2026 at Alvin City Annex Building located at 302 W. House Street, Alvin Texas 77511.

Section 10. That the recorded vote of the City Council on this Ordinance is:

Council Members voting FOR adoption:

_____

_____

_____

_____

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_____

Council Members voting AGAINST adoption:

_____

_____

_____

Council Members absent:

_____

Section 11. This Ordinance is adopted in compliance with Article VII of the City Charter of the City of Alvin, Texas.

Section 12. **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 first and final reading on the 3rd day of September 2026.

CITY OF ALVIN, TEXAS

By: _____
Gabe Adame, Mayor

ATTEST

By: _____
Dixie Roberts, City Secretary