

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 17, 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 of the City Council of the City of Alvin, Texas, to be held on Thursday, **SEPTEMBER 17, 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 COMMENT

4. CONSENT AGENDA

- A. Consider approval of the September 3, 2026, City Council meeting minutes.
- B. Consider Resolution 26-R-35, approving a 60-month agreement with Axon Enterprises, Inc. for body-worn cameras, associated equipment, software, licensing, storage, and related services for the Alvin Police Department, at an initial cost of \$94,250.76 for the first year and \$120,410.44 per year for years two through five, and authorize the City Manager to sign upon legal review.
- C. Acknowledge receipt of the Quarterly Investment Report as of March 31, 2026.
- D. Acknowledge receipt of the Quarterly Investment Report as of June 30, 2026.

5. OTHER BUSINESS

- A. Consider Resolution 26-R-36, adopting the revised 2026 Athletic Facilities Use Policy for the use of Parks and Recreation facilities; establishing an effective date; and setting forth other matters related thereto.
- B. Consider Ordinance 26-V, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending the Parks and Recreation fees for the Athletic Facility Use Policy; providing for an effective date; and setting forth other provisions related thereto.
- C. Consider Resolution 26-R-37, adopting the revised 2026 Alvin Senior Center Rules and Regulations; establishing an effective date; and setting forth other matters related thereto.
- D. Discuss the use of Flock cameras in the City of Alvin.

- E. 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.

6. REPORTS FROM THE CITY MANAGER

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

7. 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.

8. 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, September 10th, 2026 at 5:45 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).**

**MINUTES
CITY OF ALVIN, TEXAS
302 W. HOUSE STREET
CITY COUNCIL REGULAR MEETING
AND EXECUTIVE SESSION
THURSDAY, SEPTEMBER 3, 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 and Executive Sessions 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, Meagan DeKeyzer, Richard Garivey, 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.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Salter gave the invocation. Council member Vela led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PUBLIC HEARING

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.

The City's proposed property tax rate for Fiscal Year 2026–2027 (2026 tax year) is not to exceed \$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.

Mayor Adame opened the public hearing at 7:01 p.m. Tim Kline presented comments regarding his desire to have the ability to vote on any tax rate increase. Mayor Adame closed the public hearing at 7:04 p.m.

PUBLIC COMMENT

Tim Kline presented comments regarding water quality, water rates, crime and safety and homelessness.

David Carlan presented comments regarding the City of Alvin's debt burden, tax rates, and a proposed amendment to the sex offender variance.

CONSENT AGENDA

Consider approval of the August 11, 2026, City Council Workshop meeting minutes.

Consider approval of the August 20, 2026, City Council Workshop meeting minutes.

Consider approval of the August 20, 2026, City Council meeting minutes.

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.

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.

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.

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.

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.

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.

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 Services	\$17,588.23	\$2,531.69	\$20,119.92	\$241,439.04
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.

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.

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.

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

OTHER BUSINESS

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.

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	FY26	FY27 (proposed)
	Amend#3	Amend#4	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.

Michael Gibbs, Director of Finance, presented this item before City Council with explanation. Aime Ordeneaux with Texas Pride was also in attendance to answer questions. Council Member DeKeyzer expressed concerns regarding the increased cost of landfill services, noting that the contract permits such an increase only if the company is required to change the landfills it utilizes and can no longer use the locations specified in the agreement. Council Member Garivey echoed these concerns. Council discussed options for approving the contract at the current meeting rather than postponing consideration to a future meeting.

Council member Garivey moved to amend 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 for an authorized increase of 2.443%; authorizing the Mayor to execute the Addendum; and setting forth other matters related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

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.

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.

Mark Swaim, City Attorney, presented this item before City Council with explanation.

Council member Moore moved 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. Seconded by Council member Vela; motion carried with all members present voting Aye.

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.

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.

Mark Swaim, City Attorney, presented this item before City Council with explanation.

Council member Vela moved 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. Seconded by Council member Garivey; motion carried with all members present voting Aye.

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.

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.

Mark Swaim, City Attorney, presented this item before City Council with explanation.

Council member DeKeyzer moved 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. Seconded by Council member Moore; motion carried with all members present voting Aye.

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.

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, 8/20, and 8/27.

*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 - October 2026 percentage increase to the pay scale: Officers: 0.74% to 1.75%, Specialists/Corporal: 1% to 3.15%, Sergeant: 0.23% - 5.97%, Lieutenant 0.68% to 6.20%, Captain 1% to 3.68%. With an additional 2.5% between each salary step on the anniversary date. Funding for this proposal has been included in FY 2026-27 proposed budget.*
 - *APOA Proposal – Pay Scale 2 - October percentage increase to the pay scale: Officers: 2.99% to 8.39%, Specialists/Corporal: 2.99% to 9.37%, Sergeant: 2.69% - 11.81%, Lieutenant 3.01% to 11.51%, Captain 2.99% to 7.28%. With an additional 3% between each salary step on the anniversary date. 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.*

Junru Roland, City Manager, presented this item before City Council with explanation. Sergeant Kincaid, President of the Alvin Police Officers Association, was also in attendance to address City Council and answer questions regarding the Associations pay scale presented.

Council member Garivey moved 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 2 (APOA's scale); authorizing the Mayor to execute the Agreement; and setting forth other matters related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye.

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.

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.

Junru Roland, City Manager, presented this item before City Council with explanation.

Council member Moore moved 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. Seconded by Council member Garivey; motion carried with all members present voting Aye and Council members DeKeyser and Salter voting No.

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.

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.

Dixie Roberts, Assistant City Manager/City Secretary, advised Council that Council member Salter had filed an Affidavit of his intent to Abstain from his participation in this agenda item as he is an Alvin volunteer firefighter.

Council member Davis moved 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. Seconded by Council member Moore; motion carried with all members present voting Aye and Council member Salter Abstaining.

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.

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

Junru Roland, City Manager, presented this item before City Council with explanation. Council Member DeKeyzer commented that the City of Alvin has one of the higher tax rates in Brazoria County while also having a lower median income than many surrounding communities. In light of those factors, as well as concerns she expressed regarding certain expenditures in the current budget, she recommended that future budget workshops be televised to provide greater transparency. Council Member Moore agreed that budget workshops should also be televised.

Council member Garivey moved 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 \$0.69500 per \$100 of valuation. Seconded by Council member Vela; motion carried with all members present voting Aye, and Council members DeKeyzer and Salter voting No.

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.

Council Member DeKeyzer requested discussion on how to televise Budget Workshops.

Council member Salter requested discussion on Flock cameras in the City of Alvin.

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 clarified that workshops are open to the public, though they are not currently live-streamed or televised, and he supports exploring that option.

Council member Salter commented that the Alvin Volunteer Fire Department and Alvin EMS Open House will be October 17, 2026, from 10:00 a.m. to 2:00 p.m.

Council member Davis advised that Alvin College will be having a Career Connection Fiesta from 10:00 a.m. to 12:00 p.m. on September 12, 2026.

EXECUTIVE SESSION

Mayor Adame called for executive session at 8:12 p.m. in accordance with the following:

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.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 8:17 p.m.

ADJOURNMENT

Mayor Adame adjourned the meeting at 8:17 p.m.

PASSED and APPROVED the 17th of September 2026.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 9/17/2026

Department: Police Department

Contact: Robert Lee, Police Chief

Agenda Item: Consider Resolution 26-R-35, approving a 60-month agreement with Axon Enterprises, Inc. for body-worn cameras, associated equipment, software, licensing, storage, and related services for the Alvin Police Department, at an initial cost of \$94,250.76 for the first year and \$120,410.44 per year for years two through five, and authorize the City Manager to sign upon legal review.

Type of Item: Contract/Agreement

Summary: In 2016, we entered into our second 60-month agreement with Axon Enterprise, Inc. for Axon body cameras for the Alvin Police Department. The previous agreement was for fewer (73) cameras, and we were able to lock in what amounted to pre-covid pricing of approximately 60k per year even after adding more cameras (10) during the term of the last agreement. For a new agreement, if we renew prior to October 1, 2026, we will receive a first-year prorated cost of \$94,251.00. Years 2 through 5 will be \$120,411.00. When the new agreement goes into effect, we will receive an equipment "refresh" which consists of our receiving 88 new Axon cameras with associated chargers, other hardware, unlimited storage, licensing and software. The new cameras will be Axon's newest model, which, among other features, will have active GPS included so that dispatch can pinpoint an officer's location at any time during an emergency.

The Axon body cameras are integrated into our entire camera system as we have Axon cameras in our patrol cars, interview room, an Axon drone, and our Tasers are Axon. The body cameras operate as the microphones for the car cameras and are automatically activated when the emergency lights on a squad car are activated and are also activated when a Taser is activated nearby.

Staff recommends approval Resolution 26-R-35, approving a 60-month agreement with Axon for body cameras, associated hardware, software and licensing.

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: MS
9/16

Finance Review Required: N/A ☐ Required ☒

Date Completed: _____

Supporting documents attached:

1. Res 26-R-35 Axon Body Cameras
 2. Exhibit A; Axon BodyCam 2026
-

Recommendation: Move to approve Resolution 26-R-35; approving a 60-month agreement with

Axon Enterprises, Inc. for body-worn cameras, associated equipment, software, licensing, storage, and related services for the Alvin Police Department, at an initial cost of \$94,250.76 for the first year and \$120,410.44 per year for years two through five, and authorize the City Manager to sign upon legal review.

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

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

RESOLUTION 26-R-35

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPROVING A SIXTY (60) MONTH AGREEMENT WITH AXON ENTERPRISE, INC. FOR BODY-WORN CAMERAS, ASSOCIATED EQUIPMENT, SOFTWARE, LICENSING, STORAGE, AND RELATED SERVICES FOR THE ALVIN POLICE DEPARTMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Alvin Police Department utilizes Axon body-worn cameras and related equipment as part of its law enforcement operations; and

WHEREAS, the City's current agreement for body-worn cameras is nearing expiration, and the City desires to enter into a new sixty (60) month agreement with Axon Enterprise, Inc.; and

WHEREAS, the proposed agreement will provide the Alvin Police Department with body-worn cameras, associated equipment and hardware, software, licensing, storage, equipment refreshes, and related services; and

WHEREAS, the Axon body-worn cameras integrate with other Axon equipment utilized by the Alvin Police Department, including in-car cameras and conducted energy devices; and

WHEREAS, the City Council finds that approval of the agreement with Axon Enterprise, Inc. 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 sixty (60) month agreement with Axon Enterprise, Inc. for body-worn cameras, associated equipment, software, licensing, storage, and related services for the Alvin Police Department, attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby approved. The City Manager is hereby 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 17th day of September 2026.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

Non-Binding Budgetary Estimate



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-815229-46210KH

Issued: 07/07/2026

Quote Expiration: 10/01/2026

Estimated Contract Start Date: 10/15/2026

Account Number: 112576

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Alvin Police Dept - TX 1500 S Gordon St Alvin, TX 77511-3451 USA	Alvin Police Dept - TX 1500 S Gordon St Alvin TX 77511-3451 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Jacob Schauer Phone: 2815857133 Email: jschauer@apd.cityofalvin.com Fax: (281) 388-4381

Quote Summary

Program Length	60 Months
TOTAL COST	\$575,892.52
ESTIMATED TOTAL W/ TAX	\$575,892.52

Discount Summary

Average Savings Per Year	\$76,879.34
TOTAL SAVINGS	\$384,396.69

Payment Summary

Date	Subtotal	Tax	Total
Sep 2026	\$94,250.76	\$0.00	\$94,250.76
Sep 2027	\$120,410.44	\$0.00	\$120,410.44
Sep 2028	\$120,410.44	\$0.00	\$120,410.44
Sep 2029	\$120,410.44	\$0.00	\$120,410.44
Sep 2030	\$120,410.44	\$0.00	\$120,410.44
Total	\$575,892.52	\$0.00	\$575,892.52

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$865,932.50
Quote List Price:	\$652,249.70
Quote Subtotal:	\$575,892.52

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER BALANCE - GOODS	1	1		\$1.00	(\$17,201.40)	(\$17,201.40)	\$0.00	(\$17,201.40)
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	1		\$1.00	(\$8,958.27)	(\$8,958.27)	\$0.00	(\$8,958.27)
BWCuTAP	BWC Unlimited with TAP	88	60	\$143.11	\$102.91	\$97.77	\$516,215.59	\$0.00	\$516,215.59
BWCamTAP	Body Worn Camera TAP Bundle	2	60	\$50.89	\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	73	60			\$0.00	\$0.00	\$0.00	\$0.00
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	17	60			\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	9			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
102610	AXON COMMUNITY LINK	61	60		\$16.26	\$16.26	\$59,511.60	\$0.00	\$59,511.60
ProLicense	Pro License Bundle	9	60		\$48.78	\$48.75	\$26,325.00	\$0.00	\$26,325.00
A la Carte Services									
100105	COMMUNITY LINK/PRO PSO SETUP	1	1		\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$575,892.52	\$0.00	\$575,892.52

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	73	1	09/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	81	1	09/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	81	1	09/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	81	1	09/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	9	1	09/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	9	1	09/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	9	1	09/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	17	1	10/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	19	1	10/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	19	1	10/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	2	1	03/01/2029
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	90	1	03/01/2029
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	11	1	03/01/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	2	1	09/01/2031
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	90	1	09/01/2031

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	11	1	09/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	88	10/15/2026	09/30/2031
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	88	10/15/2026	09/30/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	27	10/15/2026	09/30/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	9	10/15/2026	09/30/2031
A la Carte	102610	AXON COMMUNITY LINK	61	10/15/2026	09/30/2031

Services

Bundle	Item	Description	QTY
A la Carte	100105	COMMUNITY LINK/PRO PSO SETUP	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	2	09/01/2027	09/30/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	88	09/01/2027	09/30/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	2	09/01/2027	09/30/2031
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	11	09/01/2027	09/30/2031

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1500 S Gordon St	Alvin	TX	77511-3451	USA

Payment Details

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	(\$17,201.40)	\$0.00	(\$17,201.40)
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$8,958.27)	\$0.00	(\$8,958.27)
Year 1	100105	COMMUNITY LINK/PRO PSO SETUP	1	\$0.00	\$0.00	\$0.00
Year 1	102610	AXON COMMUNITY LINK	61	\$11,902.32	\$0.00	\$11,902.32
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	88	\$103,243.11	\$0.00	\$103,243.11
Year 1	H00002	AB4 Multi Bay Dock Bundle	9	\$0.00	\$0.00	\$0.00
Year 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	73	\$0.00	\$0.00	\$0.00
Year 1	ProLicense	Pro License Bundle	9	\$5,265.00	\$0.00	\$5,265.00
Total				\$94,250.76	\$0.00	\$94,250.76

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	17	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102610	AXON COMMUNITY LINK	61	\$11,902.32	\$0.00	\$11,902.32
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	88	\$103,243.12	\$0.00	\$103,243.12
Year 2	ProLicense	Pro License Bundle	9	\$5,265.00	\$0.00	\$5,265.00
Total				\$120,410.44	\$0.00	\$120,410.44

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102610	AXON COMMUNITY LINK	61	\$11,902.32	\$0.00	\$11,902.32
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	88	\$103,243.12	\$0.00	\$103,243.12
Year 3	ProLicense	Pro License Bundle	9	\$5,265.00	\$0.00	\$5,265.00
Total				\$120,410.44	\$0.00	\$120,410.44

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102610	AXON COMMUNITY LINK	61	\$11,902.32	\$0.00	\$11,902.32
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	88	\$103,243.12	\$0.00	\$103,243.12
Year 4	ProLicense	Pro License Bundle	9	\$5,265.00	\$0.00	\$5,265.00

Non-Binding Budgetary Estimate

Sep 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$120,410.44	\$0.00	\$120,410.44

Sep 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102610	AXON COMMUNITY LINK	61	\$11,902.32	\$0.00	\$11,902.32
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	88	\$103,243.12	\$0.00	\$103,243.12
Year 5	ProLicense	Pro License Bundle	9	\$5,265.00	\$0.00	\$5,265.00
Total				\$120,410.44	\$0.00	\$120,410.44

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-345783, Q-579171, Q-587219, Q-746141,

Agency is terminating those contracts effective 10/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -\$26,159.67

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Pending Billing - Q-345783 - 1/15/2026 - \$0.00

Outstanding Invoice - INUS411256 - 1/1/2026 - \$2,079.11

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.





AGENDA COMMENTARY

Meeting Date: 9/17/2026

Department: Finance

Contact: Michael Gibbs, Finance Director

Agenda Item: Acknowledge receipt of the Quarterly Investment Report as of March 31, 2026.

Type of Item: Action Item

Summary: The City Charter, along with Texas Government Code 2256.023, requires that the investment officer present to the governing body not less than a quarterly written report on the investment transactions of the City. Chapter 2256 is also referred to as the Public Funds Investment Act and guides investment officers on how to create and modify policies relating to investments, implement internal controls, incorporate ethics, find suitable investment options, complete training and create or present reports including pertinent financial investment data. Attached is the quarterly investment report for the period ending March 31, 2026.

The City's investment portfolio as of March 31, 2026, totaled \$136,304,920.78. In summary:

- \$99,442,043.30 in the investment pool options
- \$36,862,877.48 in the bank depository accounts
- \$1,012,466.76 in interest earned during the quarter
- The City's average yield for the quarter was 3.0837%, while the City's benchmark rate (i.e. 90-day T-Bill) would be between 3.5933% and 3.6733%

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐

Date Completed:

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Investment Report FY2026; Q2
-

Recommendation: Move to acknowledge receipt of the Quarterly Investment Report as of March 31, 2026.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

Quarterly Investment Report – City of Alvin Ended March 31, 2026

The City of Alvin has 20 accounts based across five different investment institutions (Wells Fargo, TexSTAR, LOGIC, TEXPOOL, and Texas CLASS). The cash investments for the City as of March 31, 2025, totaled \$136,304,920.78. This represents a decrease of \$3,840,803.55 compared to the previous quarter's total. The decrease can be attributed to water/sewer project expenses which are now in the construction phases and are significant in cost. The majority of the City's funds (73 percent) are allocated to various investment pools which offer better interest yields when compared to other alternatives.

The City uses a benchmark of a 91-day T-Bill to measure the investments of each account. There is a low interest rate and high interest rate used to create a target range based on the actual coupon value and discounted coupon value. For the quarter, all the investment accounts, except for the depository accounts, exceeded the higher benchmark value (3.5933% - 3.6733%). The depository accounts do not approach the benchmark range. However, the City must use standard banking depositories to pay vendors and transact daily business that investment pools are not designed for, so the lower interest rates cannot be avoided. The investment officer must balance the amounts needed for daily operations with amounts that can be transferred to other higher-yield accounts to earn more interest. The benchmark interest rates decreased from the previous quarter to the current. The Federal Reserve continues to lower interest rates nationally, lowering the benchmark percentages. As the investment pools returned yields above the benchmark before the cuts, the overall quarterly rates for the pools were better than the benchmark rate. This ensures quality interest yields for little risk while the investment pools slowly lower closer to the benchmark high level.

The Weighted Average Maturity (WAM) for the entire portfolio was one (1) day at the end of the quarter. This value signifies higher liquidity as the City has moved away from longer developing maturities of CDs and investment securities. These investments offer little-to-no liquidity and do not offer a substantially higher interest rate to compensate for the committed time of investment.

The investment staff is monitoring the market and always looking for potential investments that are safe, have a favorable yield, and allow the City to diversify the investment funds. Any investment method the City uses must maintain at least a AAA rating from one rating agency, so the investment staff monitors the current institutions while looking to add other sources. Should any of the institutions fall below that rating level, funds will be reallocated to ensure the safety of the principal.

ACCOUNT NAME	INSTITUTION	FY 26 - Q1	FY 26 - Q2	FY 26 - Q3	FY 26 - Q4	Prev Qtr	Investment
		As of 12-31-25	As of 3-31-26	As of 6-30-26	As of 9-30-26	Change	Avg Rate
Consolidated	Wells Fargo	\$14,489,914.29	\$19,257,218.11			\$4,767,303.82	0.3239%
Utility Billing	Wells Fargo	\$13,722,568.31	\$15,325,055.95			\$1,602,487.64	0.3352%
TIRZ	Wells Fargo	\$1,311,160.21	\$1,312,178.88			\$1,018.67	0.3156%
EMS Medicare	Wells Fargo	\$787,439.60	\$968,424.54			\$180,984.94	0.3230%
Consolidated	TexSTAR	\$9,675,325.73	\$9,763,346.36			\$88,020.63	3.6884%
2015 CO Bonds	TexSTAR	\$730,271.32	\$525,711.37			(\$204,559.95)	3.6887%
2019 CO Bonds	TexSTAR	\$1,012,312.02	\$977,421.95			(\$34,890.07)	3.6884%
2021 Water/Sewer Revenue	TexSTAR	\$5,070,282.90	\$4,865,222.30			(\$205,060.60)	3.6884%
Operating	LOGIC	\$221,650.27	\$223,744.20			\$2,093.93	3.8294%
2022 WS Rev Bonds	LOGIC	\$13,650,697.26	\$13,231,233.87			(\$419,463.39)	3.8293%
Series 2023 WSSR Rev Bonds	LOGIC	\$16,752,262.69	\$6,846,727.65			(\$9,905,535.04)	3.8296%
General Fund	TEXPOOL	\$1,327,887.85	\$1,339,999.31			\$12,111.46	3.6971%
TIRZ - Kendall Lakes	TEXPOOL	\$1,586,679.87	\$1,601,151.76			\$14,471.89	3.6934%
General Account	TEXAS CLASS	\$19,089,414.21	\$19,269,622.97			\$180,208.76	3.8203%
2020 CO - Fund 319	TEXAS CLASS	\$4,104,327.82	\$4,139,788.90			\$35,461.08	3.8204%
2020 W&S - Fund 238	TEXAS CLASS	\$4,977,679.10	\$4,848,142.12			(\$129,536.98)	3.8218%
CRF 2020	TEXAS CLASS	\$0.00	\$0.00			\$0.00	0.0000%
ARP 2021	TEXAS CLASS	\$145,418.03	\$146,790.83			\$1,372.80	3.8204%
2022 W/S Revenue Bonds	TEXAS CLASS	\$5,884,257.36	\$5,939,806.18			\$55,548.82	3.8203%
2023 CO	TEXAS CLASS	\$233,928.40	\$232,955.17			(\$973.23)	3.8208%
2025 CO	TEXAS CLASS	\$25,372,247.09	\$25,490,378.36			\$118,131.27	3.8205%
2023 Water/Sewer Rev Bonds	TEXAS CLASS	\$0.00	\$0.00			\$0.00	0.0000%

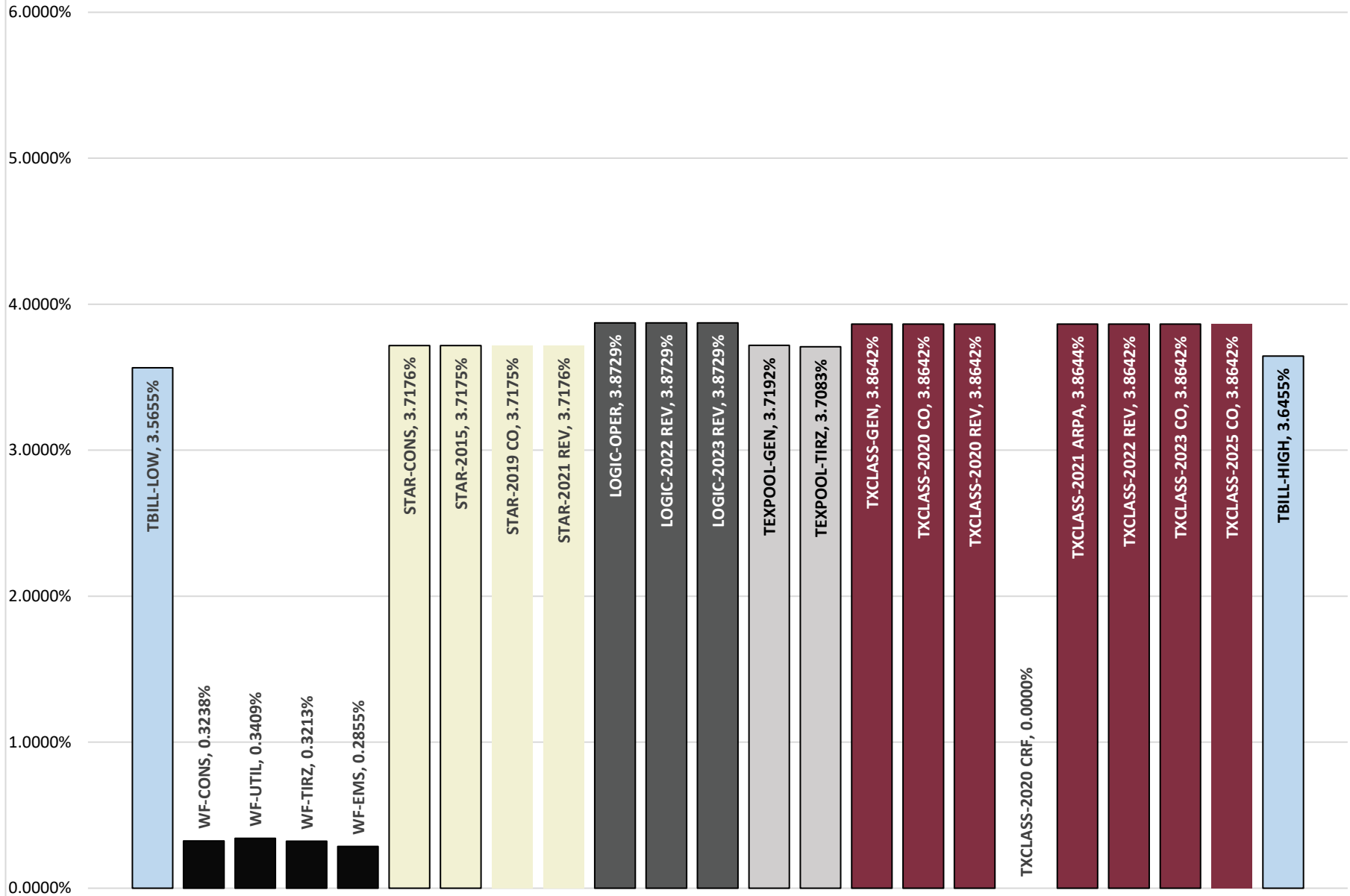
Total Cash Investments **\$140,145,724.33** **\$136,304,920.78** **(\$3,840,803.55)**

91 Day T-Bill Rate (low) **3.5933%**

91 Day T-Bill Rate (High) **3.6733%**

The investment portfolio of the City of Alvin is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government Code.

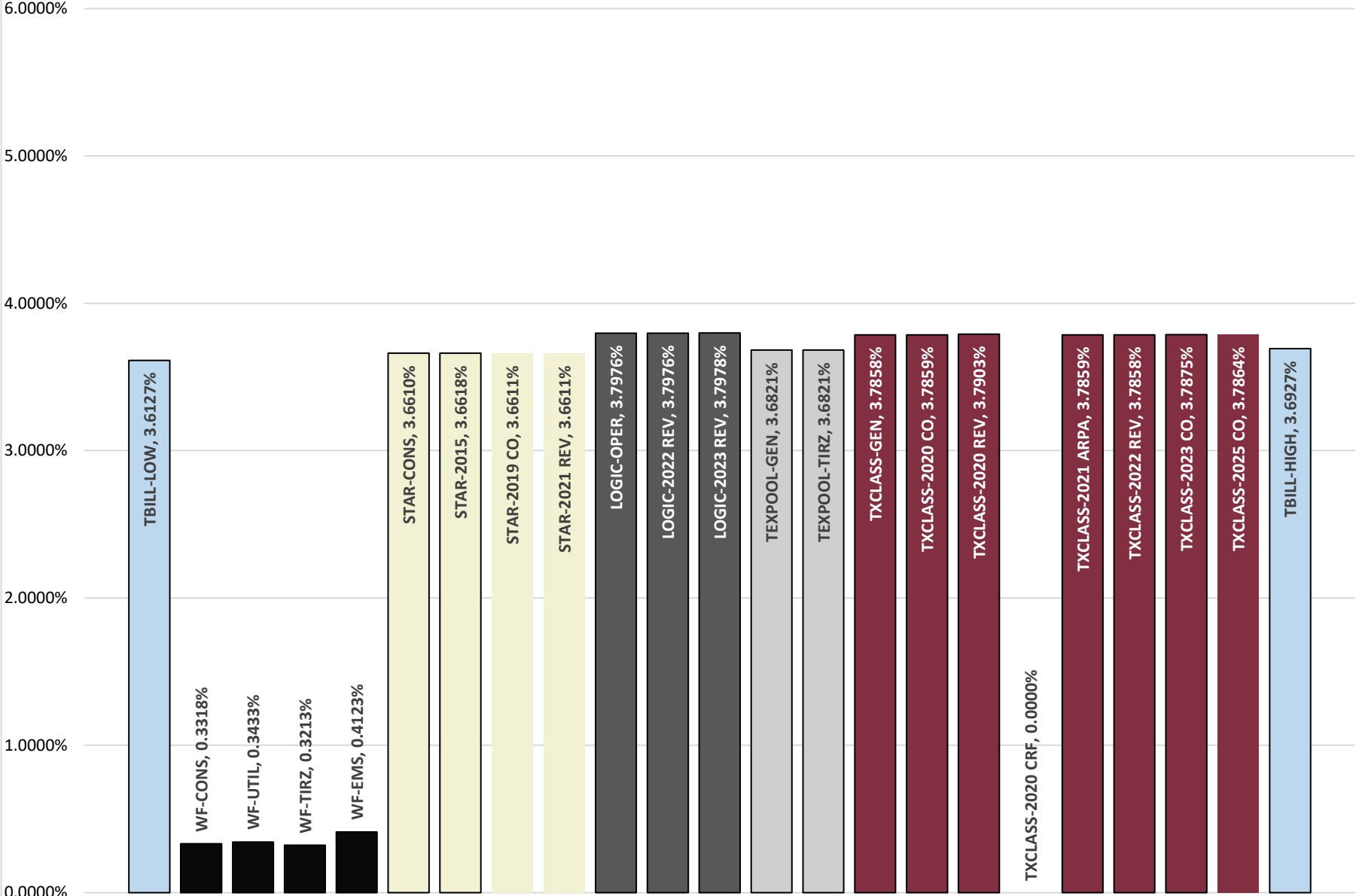
Interest Rate Comparison - January



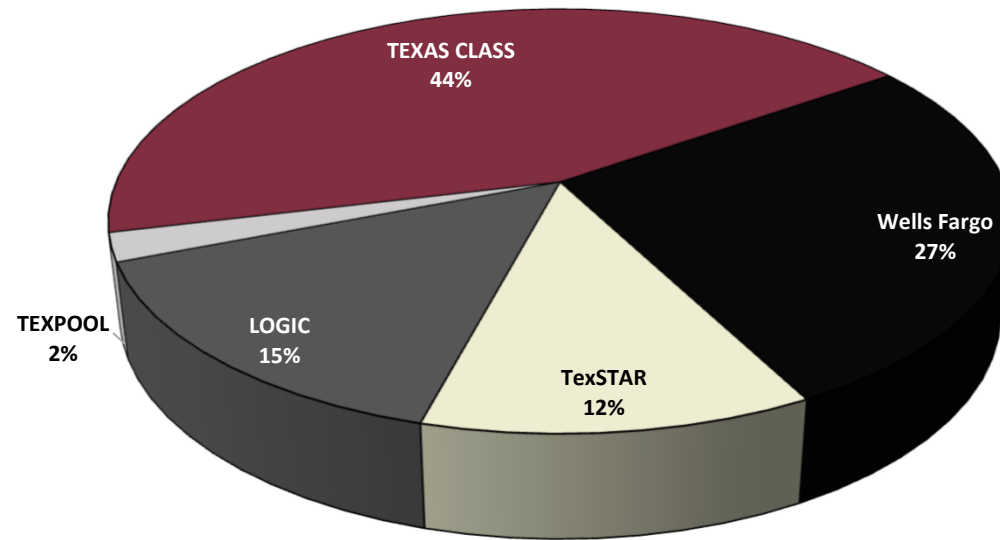
Interest Rate Comparison - February



Interest Rate Comparison - March



Funds Distribution



Michael Gibbs

Michael Gibbs, Investment Officer



AGENDA COMMENTARY

Meeting Date: 9/17/2026

Department: Finance

Contact: Michael Gibbs, Finance Director

Agenda Item: Acknowledge receipt of the Quarterly Investment Report as of June 30, 2026.

Type of Item: Action Item

Summary: The City Charter, along with Texas Government Code 2256.023, requires that the investment officer present to the governing body not less than a quarterly written report on the investment transactions of the City. Chapter 2256 is also referred to as the Public Funds Investment Act and guides investment officers on how to create and modify policies relating to investments, implement internal controls, incorporate ethics, find suitable investment options, complete training and create or present reports including pertinent financial investment data. Attached is the quarterly investment report for the period ending June 30, 2026.

The City's investment portfolio as of June 30, 2026, totaled \$133,892,925.46. In summary:

- \$87,940,883.64 in the investment pool options
- \$45,952,041.82 in the bank depository accounts
- \$939,558.40 in interest earned during the quarter
- The City's average yield for the quarter was 3.0892%, while the City's benchmark rate (i.e. 90-day T-Bill) would be between 3.6238% and 3.7051%

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed:

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Investment Report FY2026; Q3
-

Recommendation: Move to acknowledge receipt of the Quarterly investment Report as of June 30, 2026.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

Quarterly Investment Report – City of Alvin Ended June 30, 2026

The City of Alvin has 21 accounts based across five different investment institutions (Wells Fargo, TexSTAR, LOGIC, TEXPOOL, and Texas CLASS). During the quarter, a Texas CLASS account was opened for Capital Fund 241 to assist with transferring funds within pooled cash. The cash investments for the City as of June 30, 2026, totaled \$133,892,925.46. This represents a decrease of \$2,411,995.32 compared to the previous quarter's total. The decrease can be attributed to ongoing water/sewer project expenses which are now in the construction phases and are significant in cost. The majority of the City's funds (66 percent) are allocated to various investment pools which offer better interest yields when compared to other alternatives.

The City uses a benchmark of a 91-day T-Bill to measure the investments of each account. There is a low interest rate and high interest rate used to create a target range based on the actual coupon value and discounted coupon value. For the quarter, many of the investment accounts exceeded the higher benchmark value (3.6238% - 3.7051%). The depository accounts do not approach the benchmark range. However, the City must use standard banking depositories to pay vendors and transact daily business that investment pools are not designed for, so the lower interest rates cannot be avoided. The investment officer must balance the amounts needed for daily operations with amounts that can be transferred to other higher-yield accounts to earn more interest. The benchmark interest rates decreased from the previous quarter to the current. The Federal Reserve continues to lower interest rates nationally, lowering the benchmark percentages. As the investment pools returned yields above the benchmark before the cuts, the overall quarterly rates for the pools were better than the benchmark rate. This ensures quality interest yields for little risk while the investment pools slowly lower closer to the benchmark high level.

The Weighted Average Maturity (WAM) for the entire portfolio was one (1) day at the end of the quarter. This value signifies higher liquidity as the City has moved away from longer developing maturities of CDs and investment securities. These investments offer little-to-no liquidity and do not offer a substantially higher interest rate to compensate for the committed time of investment.

The investment staff is monitoring the market and always looking for potential investments that are safe, have a favorable yield, and allow the City to diversify the investment funds. Any investment method the City uses must maintain at least a AAA rating from one rating agency, so the investment staff monitors the current institutions while looking to add other sources. Should any of the institutions fall below that rating level, funds will be reallocated to ensure the safety of the principal.

ACCOUNT NAME	INSTITUTION	FY 26 - Q1	FY 26 - Q2	FY 26 - Q3	FY 26 - Q4	Prev Qtr	Investment
		As of 12-31-25	As of 3-31-26	As of 6-30-26	As of 9-30-26	Change	Avg Rate
Consolidated	Wells Fargo	\$14,489,914.29	\$19,257,218.11	\$23,225,742.51		\$3,968,524.40	0.3051%
Utility Billing	Wells Fargo	\$13,722,568.31	\$15,325,055.95	\$21,243,817.91		\$5,918,761.96	0.6536%
TIRZ	Wells Fargo	\$1,311,160.21	\$1,312,178.88	\$1,313,232.96		\$1,054.08	0.3178%
EMS Medicare	Wells Fargo	\$787,439.60	\$968,424.54	\$169,248.44		(\$799,176.10)	0.2643%
Consolidated	TexSTAR	\$9,675,325.73	\$9,763,346.36	\$9,851,696.97		\$88,350.61	3.6289%
2015 CO Bonds	TexSTAR	\$730,271.32	\$525,711.37	\$30,134.79		(\$495,576.58)	3.6299%
2019 CO Bonds	TexSTAR	\$1,012,312.02	\$977,421.95	\$986,266.87		\$8,844.92	3.6289%
2021 Water/Sewer Revenue	TexSTAR	\$5,070,282.90	\$4,865,222.30	\$15,439.00		(\$4,849,783.30)	3.6315%
Operating	LOGIC	\$221,650.27	\$223,744.20	\$225,848.21		\$2,104.01	3.7705%
2022 WS Rev Bonds	LOGIC	\$13,650,697.26	\$13,231,233.87	\$4,878,624.18		(\$8,352,609.69)	3.7704%
Series 2023 WSSR Rev Bonds	LOGIC	\$16,752,262.69	\$6,846,727.65	\$8,748,935.43		\$1,902,207.78	3.7704%
General Fund	TEXPOOL	\$1,327,887.85	\$1,339,999.31	\$1,352,206.76		\$12,207.45	3.6526%
TIRZ - Kendall Lakes	TEXPOOL	\$1,586,679.87	\$1,601,151.76	\$1,615,738.26		\$14,586.50	3.6526%
General Account	TEXAS CLASS	\$19,089,414.21	\$19,269,622.97	\$27,202,622.93		\$7,932,999.96	3.7725%
2020 CO - Fund 319	TEXAS CLASS	\$4,104,327.82	\$4,139,788.90	\$152,840.97		(\$3,986,947.93)	3.7740%
2020 W&S - Fund 238	TEXAS CLASS	\$4,977,679.10	\$4,848,142.12	\$13,227.22		(\$4,834,914.90)	3.7830%
CRF 2020	TEXAS CLASS	\$0.00	\$0.00	\$0.00		\$0.00	0.0000%
ARP 2021	TEXAS CLASS	\$145,418.03	\$146,790.83	\$101,004.16		(\$45,786.67)	3.7720%
2022 W/S Revenue Bonds	TEXAS CLASS	\$5,884,257.36	\$5,939,806.18	\$327,079.12		(\$5,612,727.06)	3.7747%
2023 CO	TEXAS CLASS	\$233,928.40	\$232,955.17	\$235,150.67		\$2,195.50	3.7726%
2025 CO	TEXAS CLASS	\$25,372,247.09	\$25,490,378.36	\$25,254,139.55		(\$236,238.81)	3.7729%
2023 Water/Sewer Rev Bonds	TEXAS CLASS	\$0.00	\$0.00	\$6,949,928.55		\$6,949,928.55	2.5079%

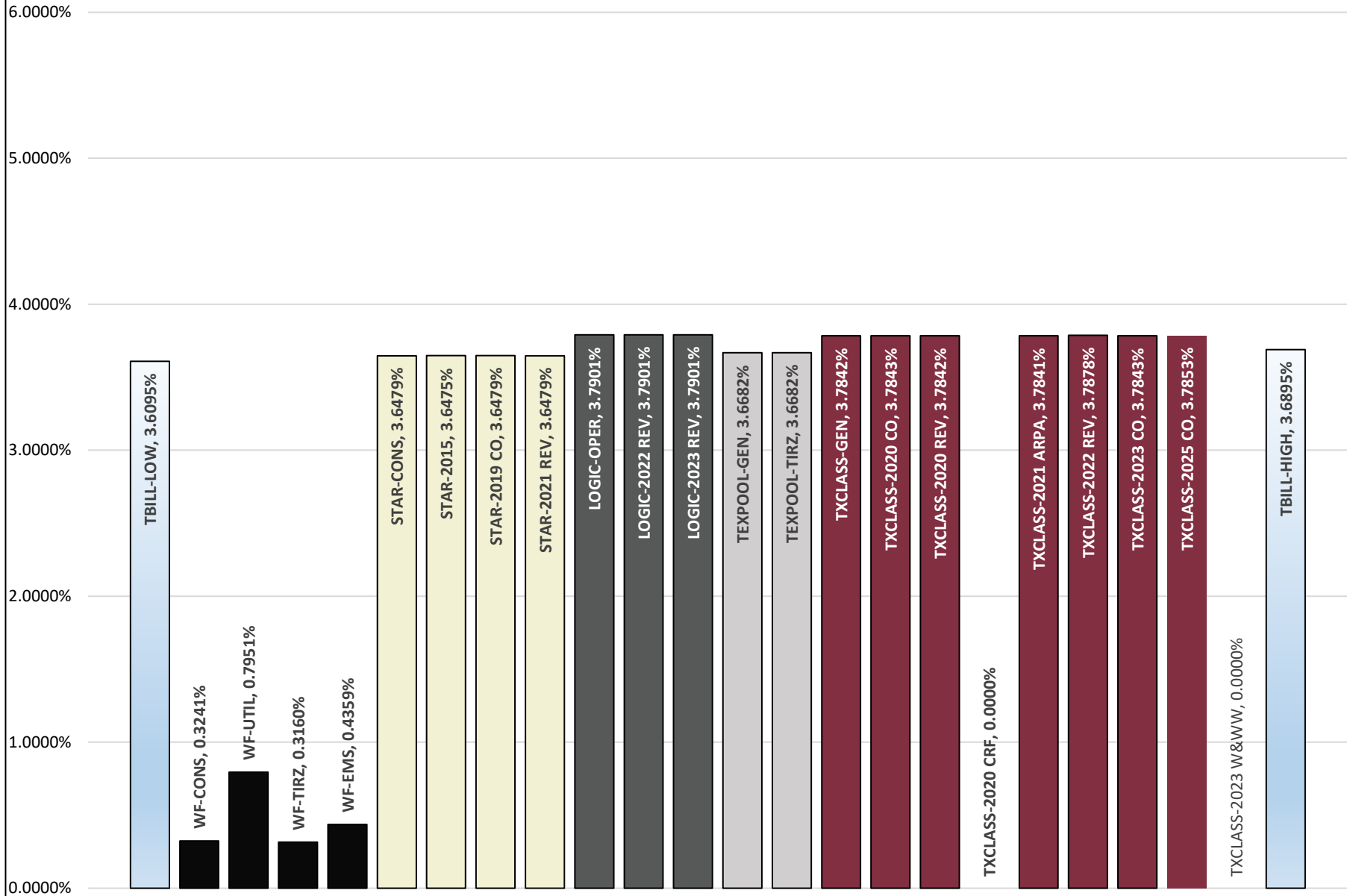
Total Cash Investments **\$140,145,724.33** **\$136,304,920.78** **\$133,892,925.46** **(\$2,411,995.32)**

91 Day T-Bill Rate (low) **3.6238%**

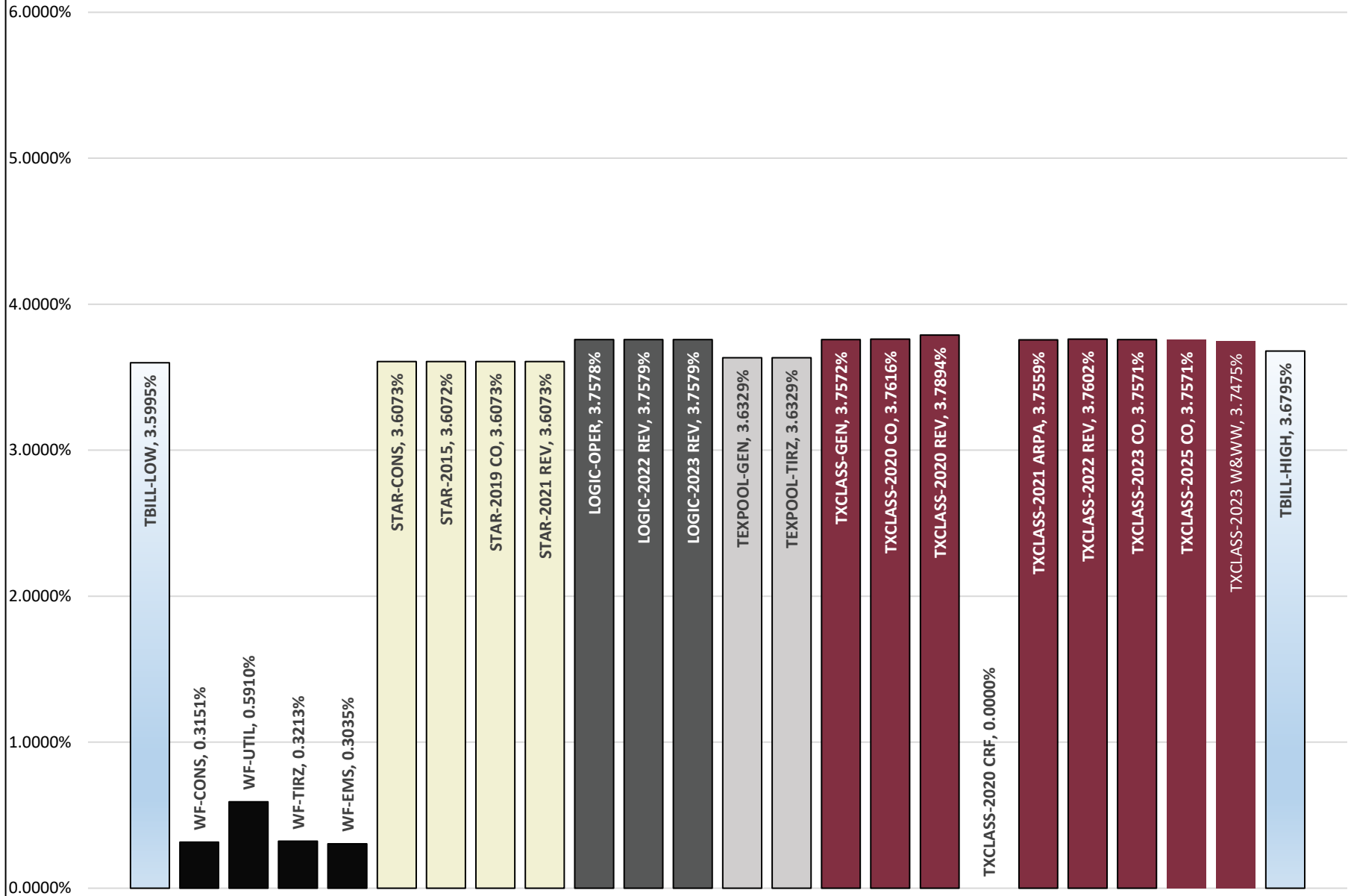
91 Day T-Bill Rate (High) **3.7051%**

The investment portfolio of the City of Alvin is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government Code.

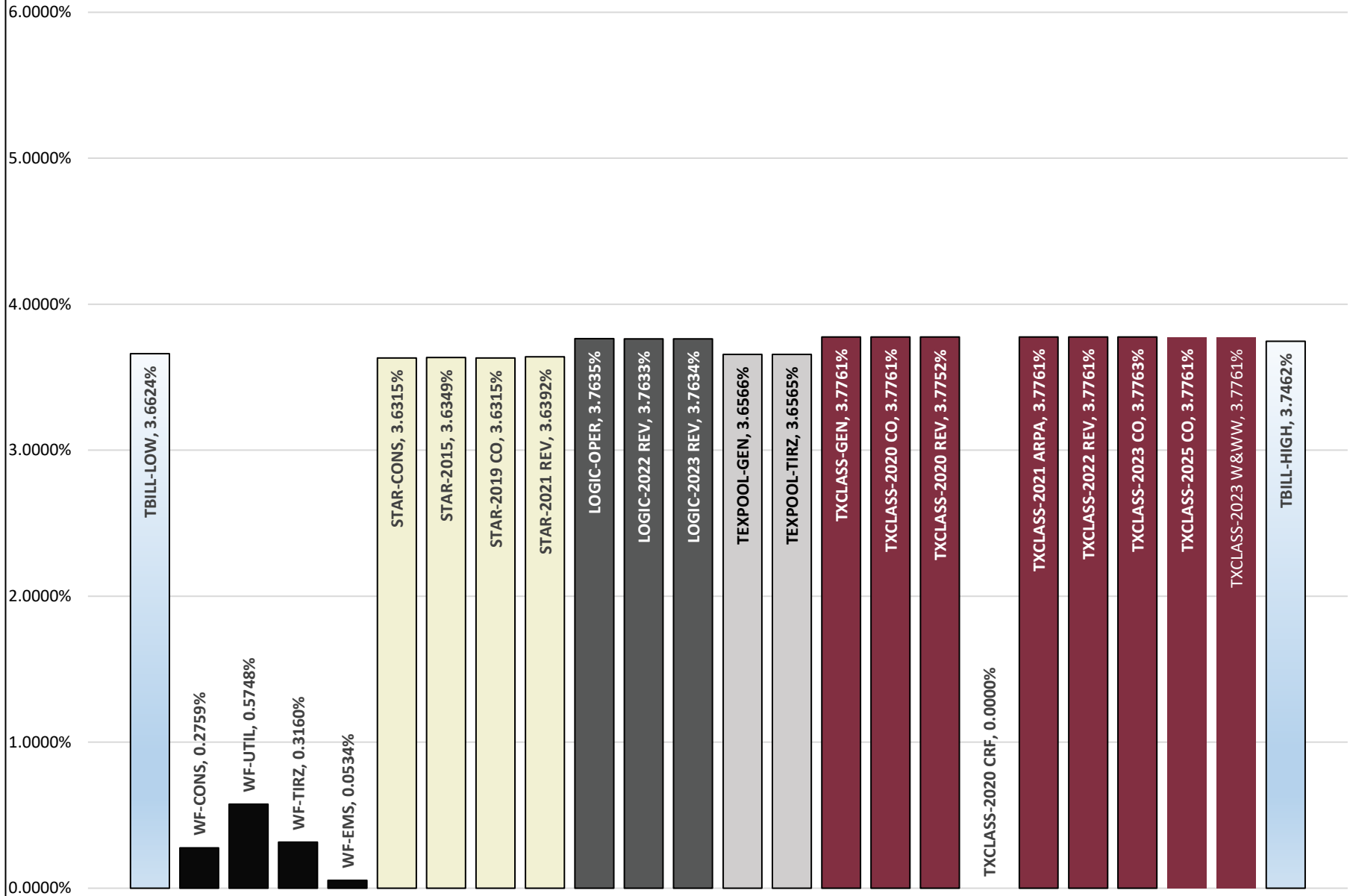
Interest Rate Comparison - April



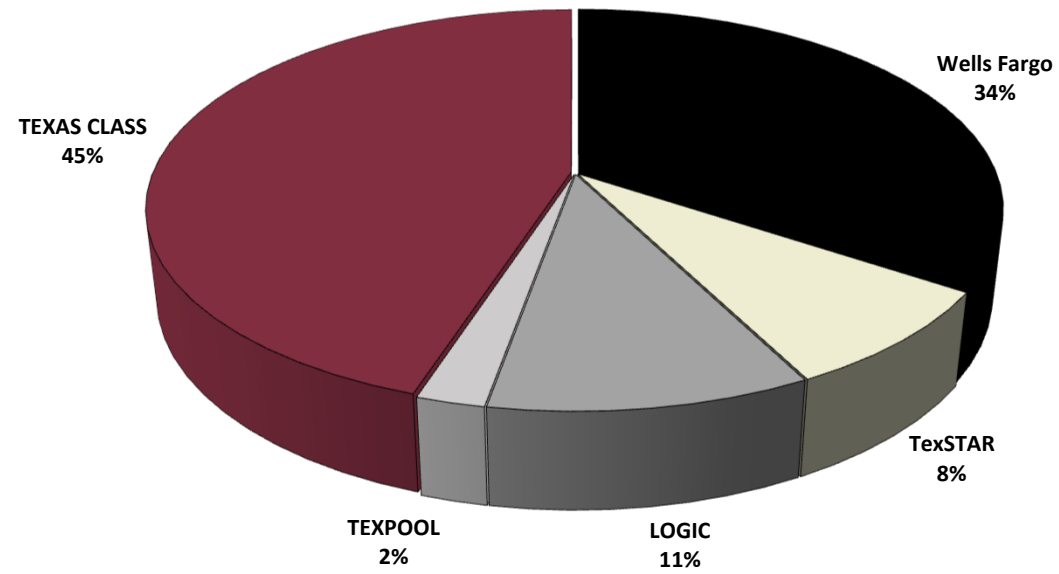
Interest Rate Comparison - May



Interest Rate Comparison - June



Fund Distribution



Michael Gibbs
Michael Gibbs, Investment Officer



AGENDA COMMENTARY

Meeting Date: 9/17/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 26-R-36, adopting the revised 2026 Athletic Facilities Use Policy for the use of Parks and Recreation facilities; establishing an effective date; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: The Athletic Facilities Use Policy is designated to ensure all City facilities are utilized in a safe and efficient manner. The Policy provides priority use of athletic facilities for those associations requiring perpetual use and who provide recreation al services(s) or meet a community need. Recommended changes to the policy occur as necessary and are the results of collaborative efforts between the Alvin Sport Associations (ASA), Parks and Recreation Board, and Parks Department staff.

At the regular board meeting on September 1, 2026, the current Alvin Sport Associations, Park Staff and Park Board members discussed changes to the Athletic Facilities Use Policy. The Parks Board recommended and unanimously approved the changes. Staff recommends approval of Resolution 26-R-36.

The proposed revisions do not substantially alter the City's longstanding approach to assigning athletic facilities or managing Athletic Sports Associations. Instead, they improve the organization, readability, and administrative clarity of the policy while strengthening operational procedures, risk management, and accountability. The revised policy is intended to provide clearer guidance for staff and user organizations while supporting consistent and efficient administration of City athletic facilities. A revision summary is provided as an overview of the revised policy.

Proposed Changes	Rationale
New addition to Section 11 — Keypad Access Add a \$50 one-time keypad access fee into the Fee Ordinance. Add a \$25 change fee per occurrence after the first code change info the fee ordinance.	As necessary, staff is replacing key locks with access code locks. In an attempt to recover costs staff recommended \$50 one-time fee and \$25 code change fee after the 1st change.
Exhibit B — Applicants for Alvin Sport Association designation	All applicants for Alvin Sport Association designation that have met the requirements outlined in the City of Alvin Athletic Facilities Use Policy for FY2026-2027.

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: MS
9/16

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Resolution 26-R-36; Athletic Facilities Use Policy
 2. Exhibit A; Athletic Facility Use Policy; Redlined
 3. Exhibit A; Athletic Facility Use Policy FINAL
 4. Summary of Revisions
-

Recommendation: Move to approve Resolution 26-R-36 adopting the revised 2026 Athletic Facilities Use Policy for the use of Parks and Recreation facilities; establishing an effective date; 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: ☒

RESOLUTION NO. 26-R-36

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, REVISING THE CITY'S ATHLETIC FACILITIES POLICY FOR USE OF THE CITY'S PARKS AND RECREATIONAL FACILITIES; ESTABLISHING AN EFFECTIVE DATE; AND SETTING FORTH OTHER RELATED MATTERS.

WHEREAS, the City of Alvin provides Park and Recreational facilities for which procedures and guidelines are needed to keep an attractive appearance and the ability to properly maintain the facilities;

WHEREAS, establishing Procedures and Guidelines for the City of Alvin and the Alvin Sports Association to control the use, planning, and maintenance of the City of Alvin Park and Recreational facilities in a safe and efficient manner is warranted; and

WHEREAS, establishing and revising Procedures and Guidelines for the City of Alvin Athletic Facilities Policy, attached hereto as Exhibit "A" (and incorporated herein by reference), upon review and consideration by the City Council approves and authorizes this action.

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. That the revised Procedures and Guidelines for the City of Alvin Athletic Facilities Policy attached hereto as Exhibit "A" are hereby adopted.

Section 3. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is 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 this the 17th day of September, 2026.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

PARKS & RECREATION DEPARTMENT



2026 ATHLETIC FACILITIES USE POLICY

Exhibit A to
Resolution 26-R-36

TABLE OF CONTENTS

Section 1 - Purpose
Section 2 – Priority of Use
Section 3 - Parties
Section 4 - ASA Eligibility
Section 5 - Non-ASA and Tournament Use
Section 6 - Facility Assignment and Use
Section 7 - Hours of Operation
Section 8 - Utilities and Athletic Field Lighting
Section 9 - Athletic Field Light Credit Program
Section 10 - Concession, Storage & Restroom Building
Section 11 - Facility Keys and Building Security
Section 12 - Maintenance of Park and Recreational Facilities
Section 13 - Vandalism and Damage to Property
Section 14 - Facility Improvements & Capital Projects
Section 15 - Park & Athletic Facility Ordinances
Section 16 - Liability, Insurance & Waivers
Section 17 - Parking
Section 18 - Emergencies, Accidents & Incident Reporting
Section 19 - Appeals & Termination
Section 20 - Application Requirements
Statement of Acknowledge and Hold Harmless Agreement
Exhibit B

SECTION 1 - PURPOSE

The City of Alvin develops, operates, and maintains parks and athletic facilities to serve the recreational needs of the community. This Policy establishes the rules, procedures, and operational requirements governing the use of City athletic facilities to promote safe, efficient, equitable, and responsible use of public resources.

SECTION 2 - PRIORITY OF USE

Priority use of athletic facilities is reserved for qualified Athletic Sports Associations (ASAs) requiring recurring scheduled use to provide organized recreational programs that serve the community.

For purposes of this Policy, an **Athletic Sports Association (ASA)** is a nonprofit organization recognized under Section 501(c)(3) of the Internal Revenue Code that operates in accordance with City policies governing the use of athletic facilities and has been approved by the City Council.

SECTION 3 - PARTIES

- **City** – City of Alvin.
- **Department** – City of Alvin Parks and Recreation Department.
- **Director** – Director of Parks and Recreation or authorized designee.
- **Designee** – Authorized Representative designated by the Director to perform duties or exercise authority under this Policy
- **Athletic Sports Association (ASA)** – Organizations identified annually in Exhibit A.
- **Non-ASA Organization** – Organizations not designated as an ASA but approved for facility use under this Policy.

Each ASA shall designate a primary representative responsible for all communications with the Department and shall submit current contact information annually. ASA applications shall be submitted no later than September 15 each year.

The Director or Designee shall serve as the City's administrative representative for all matters relating to this Policy.

SECTION 4 – ASA ELIGIBILITY AND CONTINUING REQUIREMENTS

4.1 Initial Eligibility

- Comply with Section 20
- Demonstrate community demand
- Activities will not interfere with existing City or ASA use
- Provide IRS 501(c)(3) documentation or obtain within 12 months of application date
- Comply with insurance requirements contained in Section 17.

- Meet any additional eligibility requirements established by this Policy

4.2 CONTINUING REQUIRMENTS

- Comply with Section 20
- Attendance at Department meetings

4.3 YOUTH PROTECTION STANDARDS

Each ASA shall conduct criminal background checks on all employees and volunteers who interact with youth and maintain documentation for review upon request.

Individuals convicted of, pleading guilty or no contest to, or participating in court-directed programs for the offenses identified below shall be disqualified from serving in positions involving youth participants:

- All felony or misdemeanor sex offenses;
- Violent felony offenses;
- Non-violent felony offenses within the previous ten (10) years;
- Misdemeanor crimes of violence within the previous seven (7) years;
- Two (2) or more misdemeanor drug or alcohol offenses within the previous seven (7) years; and
- Individuals with pending criminal charges for disqualifying offenses until final disposition.

If a pending case is resolved without meeting the disqualification criteria, the individual may be reinstated.

SECTION 5 - NON-ASA AND TOURNAMENT USE

5.1 Daily Use

Non-ASA organizations or individuals may reserve athletic facilities when:

- requested dates do not conflict with City or ASA activities;
- reservations are requested no more than two (2) weeks before use;
- use does not exceed four (4) consecutive days; and
- all applicable fees are paid in advance.

5.2 Tournament Use

- City of Alvin Event Application submitted at least sixty (60) days prior to the start date, unless otherwise approved;
- site map of area to include general parking, reserved parking (if any) and emergency access in accordance with Section 13.

- include pre-payment of required deposit(s);
- provide sanitation and refuse arrangements;
- provide proof of general liability or similar insurance,
- pay any required security costs;
- use athletic facilities only for their intended purpose; and
- return facilities to pre-existing condition or forfeit all or part of any required deposit including related cost(s) more than the deposit.

SECTION 6 - FACILITY ASSIGNMENT AND USE

6.1 Facility Assignment

Facility assignments shall be made by the Department based upon historical use, operational needs, facility suitability, and the best interests of the community.

Historical use means an organization's established, recurring use of a specific facility during a designated season and provides scheduling priority only for that season.

Facilities remain available for public use whenever scheduled activities are not occurring.

The following provisions apply:

- Athletic facilities shall not be subleased or reassigned without written approval of the Director or Designee.
- Unauthorized subleasing may result in applicable fees, suspension, or revocation of facility privileges.
- Non-ASA requests shall not conflict with approved City or ASA activities.
- The City reserves the right to schedule facilities whenever not otherwise reserved.
- Organizations shall reserve only facilities reasonably necessary for planned activities.
- Reserving facilities without intended use ("block scheduling") is prohibited.
- Facilities reserved but consistently unused may be reassigned and subject to applicable fees.
- The Department may designate maintenance closures, turf recovery periods, emergency closures, or other temporary restrictions.

When assigning facilities, the Department may consider:

- Resident and non-resident participation;
- Joint use opportunities;
- Seasonal operational requirements;

- Facility availability; and
- Overall community benefit.

Where organizations cannot agree on shared use, the Director or Designee shall determine facility assignments.

6.2 Maintenance

Routine turf maintenance includes seasonal field closures for maintenance and fertilization as scheduled by the Department.

6.3 Department Use

The Department reserves the right to conduct leagues, tournaments, programs, special events, emergency operations, and other governmental activities at any athletic facility.

Reasonable efforts will be made to minimize conflicts with approved schedules.

6.4 Provisional Use

All agreements between an ASA and another organization involving Department athletic facilities require prior approval by the Director or Designee.

Organizations wishing to conduct clinics, camps, workshops, or similar activities shall submit requests at least thirty (30) days before the proposed activity.

Individual teams requesting fundraising tournaments shall submit requests through their affiliated ASA, which remains responsible for compliance with this Policy. Refer to Section 5.2.

SECTION 7 - HOURS OF OPERATION

Unless otherwise approved by the Director, parks are open daily from **6:30 a.m. until 10:30 p.m.**, refer to Park Rules Ordinance.

All scheduled athletic activities shall be concluded by 10:30 p.m., unless otherwise authorized by the Director or Designee.

SECTION 8 - UTILITIES AND ATHLETIC FIELD LIGHTING

The City shall provide water service to City-owned athletic facilities. The City shall not be responsible for utility costs associated with facilities that are not owned and maintained by the City.

Athletic Sports Associations (ASAs) utilizing lighted athletic facilities shall maintain a seasonal lighting account with the Department. Each ASA shall receive **eight (8) hours of athletic field lighting per month per year, beginning October 1st thru September 30th**, at no charge, credited to its league lighting account. Lighting usage exceeding the monthly allowance shall be billed at **Thirty-Five Dollars (\$35.00) per hour, per field**, or at such rate as may be established by the City Council through the adopted Fee Schedule.

Lighting schedules shall be submitted at least two (2) weeks prior to the beginning of each playing season. ASAs may schedule lighting through the Department's designated reservation system or by Department staff, as authorized by the Director or Designee.

Each ASA shall submit anticipated field lighting schedules **and prepay** forecasted lighting costs **no later than two (2) weeks prior** to the beginning of each season. Actual lighting usage shall be verified by the Department through the City's lighting management system, and each ASA account shall be reconciled by applying any outstanding balance or account credit to the following season.

Failure to pay any outstanding lighting invoice shall result in suspension of lighting privileges until the account has been paid in full. During any period of suspension, lighting reservations shall be scheduled only by the Department after payment has been received.

Where Musco lighting control systems are installed, authorized users may receive seasonal remote access upon submission of approved lighting schedules and pre-payment in full of anticipated scheduled usage.

Unless otherwise approved by the Director or Designee:

- No more than three (3) authorized users may be designated for each ASA.
- Access shall be granted on an annual basis beginning October 1 thru September 30.
- Access may be suspended or revoked at any time.
- Automated lighting access does not authorize facility use outside approved reservations.

SECTION 9 - ATHLETIC FIELD LIGHT CREDIT PROGRAM

The Athletic Field Light Credit Program recognizes Athletic Sports Associations (ASAs) that voluntarily contribute labor, materials, equipment, or other resources that improve City athletic facilities for the common benefit of park users.

Light credits shall:

- Be applied only to the ASA's athletic field lighting account;
- Have no cash value;
- Not be transferable to another organization or account; and
- Be issued only after verification and approval by the Director or designee.

The Director or Designee may require documentation supporting any request for credit, including receipts, invoices, volunteer work logs, photographs, or other evidence demonstrating the value and completion of the work.

Unless otherwise approved by the Director, eligible credits include:

Activity	Credit
One-time capital improvement	50% of actual pre-tax cost
Recurring Park maintenance/improvements	\$50 per occurrence, up to \$300 per month

Activity	Credit
City use of ASA-owned athletic equipment	\$35 per occurrence
The Director or Designee shall determine whether work qualifies as a common benefit improvement and the amount of credit awarded.	

SECTION 10 - CONCESSION, STORAGE, AND RESTROOM BUILDINGS

The Department may assign concession stands, storage buildings, and restroom facilities to Athletic Sports Associations (ASAs) on a seasonal basis in conjunction with athletic facility assignments.

Assignment of a building does not create a leasehold interest or exclusive right of possession. The City retains the right to enter, inspect, maintain, or use any City-owned building at any time.

Organizations assigned concession, storage, or restroom facilities shall:

- Maintain facilities in a clean, safe, and sanitary condition.
- Comply with all applicable health, fire, and building regulations.
- Obtain all permits and inspections required by law.
- Furnish supplies and equipment necessary for concession operations.
- Properly dispose of all refuse generated during operations.
- Keep all exits, electrical panels, and fire protection equipment accessible.
- Remove all organization-owned property upon expiration or termination of facility assignment unless otherwise approved.

The City reserves the right to assign facilities for shared use when determined to be in the best interest of the public.

SECTION 11 - FACILITY KEYS AND BUILDING SECURITY

The Director or Designee may issue keys for authorized use of concession, storage, and restroom facilities.

Key Access

- No more than three (3) keys shall be issued per organization for each facility.
- A refundable Fifty Dollar (\$50.00) key deposit shall be paid before keys are issued.
- Keys shall not be duplicated or transferred.
- Lost keys shall be reported immediately.
- All issued keys shall be returned within thirty (30) days following termination of facility use.

Keypad Access

Where keypad access is provided, access codes shall be issued to the ASA president or designated representative, who shall be responsible for appropriate distribution.

- A **\$50.00 one-time keypad access fee** shall be paid before the code is issued.
- One access code change per year is permitted at no additional charge. Additional changes requested before the one-year anniversary shall incur a **\$25.00 change fee per occurrence**.
- Organizations are responsible for securing the facility and ensuring it remains locked when unattended.
- Organizations are responsible for unauthorized access resulting from misuse or unauthorized distribution of access codes or failure to secure the facility.

SECTION 12 - MAINTENANCE OF PARK AND RECREATIONAL FACILITIES

The City shall maintain City-owned parks and athletic facilities in a manner consistent with available resources and adopted maintenance standards.

Athletic Sports Associations shall assist the Department by performing routine sport-specific operational maintenance necessary to conduct league play, including, as applicable:

- Field preparation
- Dragging and grooming infields
- Chalking and striping
- Installation and removal of athletic equipment
- Daily game preparation
- Dugout cleanup
- Litter removal following activities
- Flags and banners may be displayed only in approved locations and shall be maintained in good condition. The Department may remove any flag or banner determined to be damaged, deteriorated, unsafe, or inappropriate.
- The City and organizations assigned restroom facilities share responsibility for maintaining restroom cleanliness and stocking routine supplies as assigned by the Department.

Organizations shall immediately notify the Department of hazardous conditions requiring City maintenance.

The City reserves the right to temporarily close facilities for maintenance, repairs, weather conditions, or turf recovery.

Failure to properly maintain assigned facilities may result in reassignment of maintenance responsibilities, suspension of privileges, or other corrective action.

SECTION 13 - VANDALISM AND DAMAGE TO PROPERTY

The City and Athletic Sports Associations share responsibility for protecting public property.

Organizations shall report acts of vandalism or property damage immediately upon discovery.

The City shall investigate reported damage and determine responsibility.

Organizations shall be responsible for repairing or reimbursing the City for damage caused by negligent acts or intentional misconduct of their participants, spectators, employees, contractors, or volunteers.

The City assumes no responsibility for organization-owned equipment or personal property stored on City property.

SECTION 14 - FACILITY IMPROVEMENTS AND CAPITAL PROJECTS

Organizations shall not construct, alter, install, or remove improvements on City property without prior written approval of the Director.

Improvement requests shall include sufficient information for technical review.

Projects requiring permits or City Council approval shall not begin until all approvals have been obtained.

Approved improvements become part of the City's park system unless otherwise provided in writing.

Capital improvement requests for future City funding shall be submitted no later than **February 1** for consideration during the annual budget process.

SECTION 15 - PARK AND ATHLETIC FACILITY ORDINANCES

All organizations, participants, coaches, officials, volunteers, and spectators shall comply with the City of Alvin Park Rules, as adopted by ordinance and as may be amended.

Violation of any City ordinance may result in removal from City property, suspension of facility privileges, or other enforcement action authorized by law.

Nothing in this Policy supersedes applicable City ordinances.

SECTION 16 - LIABILITY, INSURANCE, AND WAIVERS

Each Athletic Sports Association shall maintain liability insurance meeting the minimum requirements established by the City and shall name the City of Alvin as an Additional Insured.

Organizations shall execute all agreements, waivers, indemnification provisions, and releases required by the City before use of athletic facilities.

Each organization is responsible for the conduct of its officers, employees, coaches, volunteers, participants, and spectators.

Organizations shall hold harmless, defend, and indemnify the City to the fullest extent permitted by law for claims arising from their use of City facilities, except where caused solely by the negligence of the City.

The Director or Designee may require participant waivers or additional insurance for tournaments, camps, clinics, or special events when warranted by the nature of the activity.

SECTION 17 - PARKING

Vehicles shall be parked only in designated parking areas and shall not obstruct fire lanes, emergency access routes, sidewalks, maintenance access points, drive aisles, or parking spaces reserved by law for individuals with disabilities. Vehicles shall also comply with temporary parking restrictions and Reserved Parking Areas established in an approved Parking Plan provided by the organization, see also Section 5 Tournament Use.

Organizations are responsible for all hosted activities related to parking and traffic management. When required by the Director or Designee, the host shall submit a Parking and Traffic Management Plan.

The host shall furnish, install, maintain, and remove all temporary parking signs, barricades, cones, and traffic control devices necessary to implement the approved Parking and Traffic Management Plan, unless otherwise authorized by the Director or designee.

The host shall make reasonable efforts to obtain voluntary compliance with parking requirements before initiating enforcement actions. When enforcement becomes necessary, including towing, such actions shall be coordinated in accordance with the approved Parking and Traffic Management Plan and applicable law. All costs associated with parking management, enforcement, and towing shall be the responsibility of the host.

Nothing in this section limits the City's authority to take immediate action to protect public safety, maintain emergency access, or safeguard City property.

SECTION 18 - EMERGENCIES, ACCIDENTS, AND INCIDENT REPORTING

Organizations shall immediately report all accidents requiring professional medical treatment.

Maintenance-related hazards or unsafe facility conditions shall be reported to the Department no later than the beginning of the next business day.

After-hours emergencies requiring immediate attention shall be reported through the Alvin Police Department, which will notify the appropriate on-call City personnel.

Organizations shall cooperate with any investigation involving accidents, injuries, or property damage occurring during their use of City facilities.

SECTION 19 - APPEALS AND TERMINATION

19.1 Appeal

An organization denied Athletic Sports Association (ASA) designation may submit a written appeal to the Director or Designee.

The written appeal shall be submitted within thirty (30) days of the denial, but no later than **October 30** of the applicable application year and shall include sufficient documentation demonstrating that the deficiencies resulting in the denial have been corrected and that the organization otherwise meets the eligibility requirements of this Policy.

The Director or Designee shall review the appeal and determine whether sufficient grounds exist to warrant further consideration. If the appeal is determined to have merit, it shall be forwarded to the Parks and Recreation Advisory Board for review and recommendation. Appeals recommended for approval by the Parks and Recreation Advisory Board shall be forwarded to the City Council for final consideration. The decision of the City Council shall be final.

Organizations whose appeal is denied may submit a new application during the next annual application period.

19.2 Voluntary Termination

An Athletic Sports Association may voluntarily terminate its designation and use of City athletic facilities by submitting written notice to the Director or Designee.

Upon receipt of the notice, the Director or Designee shall conduct a final inspection of all assigned facilities, collect all issued keys, verify that all outstanding lighting charges and other fees have been paid, and process any refundable deposits in accordance with this Policy.

19.3 Involuntary Termination

Failure of an Athletic Sports Association (ASA), Non-ASA organization, or individual team to comply with the provisions of this Policy may result in suspension of facility use privileges, termination of ASA designation, forfeiture of refundable deposits, or other remedies authorized by this Policy.

Prior to involuntary termination, the Director or Designee shall provide written notice identifying the violation(s) and allow the organization a reasonable opportunity to bring the violation(s) into acceptable and sustained compliance, unless immediate action is necessary to protect public safety or City property.

19.4 Effect of Termination

Upon termination of facility use privileges or ASA designation:

- All athletic facility, building, and lighting assignments shall immediately terminate.
- All issued keys and access devices shall be returned to the Department.
- Any outstanding fees, charges, or other financial obligations shall remain due and payable.
- Refundable deposits shall be returned following final inspection, less any authorized deductions for damages, unpaid fees, or other obligations.
- Organization-owned equipment, materials, and personal property shall be removed from City property within the time established by the Director or Designee.

SECTION 20 - APPLICATION REQUIREMENTS

20.1 Annual Application

Each Athletic Sports Association seeking initial or continued designation shall submit a complete Annual Application to the Department no later than **September 15** of each year.

The application shall include:

- Proof of general liability insurance naming the City of Alvin as an Additional Insured.
- The organization's most recent financial statement, if requested by the Director or Designee.
- A current list of the organization's Board of Directors including title and best contact phone and email for each.
- Primary contact representative(s) including name, title and best contact phone and email.
- Tryout, practice, game, tournament, and athletic field lighting schedules submitted at least two (2) weeks prior to the beginning of each season.
- Signed Statement of Acknowledgment and Hold Harmless Agreement.
- A Five Hundred Dollar (\$500.00) refundable damage deposit, if applicable, for the use of concession stands, storage buildings, or restroom facilities.
- A Fifty Dollar (\$50.00) refundable deposit for each building key issued.
- Any additional agreements or documentation required by the Department, including equipment storage agreements, when applicable.
- Proof of current IRS determination letter
- Participation Statistics

The Director or Designee may require additional information reasonably necessary to verify an organization's eligibility or compliance with this Policy.

20.2 Incomplete Applications

Applications that are incomplete or fail to include the required information or supporting documentation may be deemed incomplete by the Department. Incomplete applications may delay, suspend, or prevent approval of Athletic Sports Association designation or the use of City athletic facilities until all required materials have been submitted.

20.3 Continuing Obligation

Organizations shall notify the Department of any material changes to the information submitted in the application during the term of the facility assignment, including changes in insurance coverage, nonprofit status, board membership, or primary contact information.

STATEMENT OF ACKNOWLEDGMENT AND HOLD HARMLESS AGREEMENT

On behalf of the organization identified below, I acknowledge that I have received, read, and understand the **City of Alvin Athletic Facilities Use Policy**.

I certify that I am authorized to execute this Statement of Acknowledgment on behalf of the organization and that the organization agrees to comply with all provisions of the Athletic Facilities Use Policy, all applicable City ordinances, and all lawful directives issued by the City of Alvin governing the use of City parks and athletic facilities.

I further acknowledge and agree that:

1. Compliance with the Athletic Facilities Use Policy is a condition of obtaining and maintaining Athletic Sports Association (ASA) designation and the privilege of using City athletic facilities.
2. Failure to comply with the Athletic Facilities Use Policy may result in suspension or revocation of facility use privileges, termination of ASA designation, forfeiture of applicable deposits, assessment of damages, or other actions authorized by the Policy.
3. The organization is responsible for ensuring that its officers, directors, employees, coaches, volunteers, participants, contractors, and representatives comply with the Athletic Facilities Use Policy while using City property.
4. The organization accepts responsibility for any damage to City property resulting from the negligent or wrongful acts or omissions of the organization, its officers, directors, employees, coaches, volunteers, participants, contractors, or agents and agrees to reimburse the City for the reasonable cost of repair or replacement.
5. **To the fullest extent permitted by Texas law, the organization agrees to defend, indemnify, and hold harmless the City of Alvin, its elected officials, officers, employees, agents, volunteers, and representatives from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the organization's use of City athletic facilities or the acts or omissions of the organization, its officers, directors, employees, coaches, volunteers, participants, contractors, or agents, except to the extent caused by the sole negligence or willful misconduct of the City of Alvin.**
6. The organization acknowledges that the City of Alvin assumes no responsibility for loss of or damage to organization-owned equipment, supplies, materials, or other personal property stored or left on City property. Any such property is stored at the organization's sole risk.
7. This Statement of Acknowledgment supplements, and does not replace, any insurance requirements, facility use agreements, or other contractual obligations required by the City of Alvin.

By signing below, I certify that I am authorized to bind the organization to the terms of this Statement of Acknowledgment and Hold Harmless Agreement.

ORGANIZATION INFORMATION

Organization Name: _____

Authorized Representative Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Telephone: _____ **Email:** _____

Exhibit B

Approved Athletic Sports Associations

This Appendix A is part of the City of Alvin Athletic Facilities Use Policy entered into between the City of Alvin and the Alvin Sports Association, hereinafter referred to as “ASA.” This Appendix reflects the list of organizations who have met the requirements outlined in the City of Alvin Athletic Facilities Use Policy and qualify as part of the ASA.

Those organizations qualifying as part of the ASA for the 2026 - 2027 year are:

Association Name	Primary Park Assignment
Alvin Girls Softball Association (AGSA)	Pearson Park
Alvin Little League Baseball (ALLB)	Lions Park
Alvin Youth Soccer Club (AYSC)	Briscoe Park Soccer Fields
Ballerz Baseball	Morgan Park
Southside Water Polo	Rec Center Pool
Spartans Football	Briscoe Park Football Fields
Spartans Rugby	Briscoe Park Football Fields
Swarm Baseball	No location determined
Texas Blue Chips	Morgan Park

PARKS & RECREATION DEPARTMENT



2026 ATHLETIC FACILITIES USE POLICY

Exhibit A to
Resolution 26-R-36

TABLE OF CONTENTS

Section 1 - Purpose
Section 2 – Priority of Use
Section 3 - Parties
Section 4 - ASA Eligibility
Section 5 - Non-ASA and Tournament Use
Section 6 - Facility Assignment and Use
Section 7 - Hours of Operation
Section 8 - Utilities and Athletic Field Lighting
Section 9 - Athletic Field Light Credit Program
Section 10 - Concession, Storage & Restroom Building
Section 11 - Facility Keys and Building Security
Section 12 - Maintenance of Park and Recreational Facilities
Section 13 - Vandalism and Damage to Property
Section 14 - Facility Improvements & Capital Projects
Section 15 - Park & Athletic Facility Ordinances
Section 16 - Liability, Insurance & Waivers
Section 17 - Parking
Section 18 - Emergencies, Accidents & Incident Reporting
Section 19 - Appeals & Termination
Section 20 - Application Requirements
Statement of Acknowledge and Hold Harmless Agreement
Exhibit B

SECTION 1 - PURPOSE

The City of Alvin develops, operates, and maintains parks and athletic facilities to serve the recreational needs of the community. This Policy establishes the rules, procedures, and operational requirements governing the use of City athletic facilities to promote safe, efficient, equitable, and responsible use of public resources.

SECTION 2 - PRIORITY OF USE

Priority use of athletic facilities is reserved for qualified Athletic Sports Associations (ASAs) requiring recurring scheduled use to provide organized recreational programs that serve the community.

For purposes of this Policy, an **Athletic Sports Association (ASA)** is a nonprofit organization recognized under Section 501(c)(3) of the Internal Revenue Code that operates in accordance with City policies governing the use of athletic facilities and has been approved by the City Council.

SECTION 3 - PARTIES

- **City** – City of Alvin.
- **Department** – City of Alvin Parks and Recreation Department.
- **Director** – Director of Parks and Recreation or authorized designee.
- **Designee** – Authorized Representative designated by the Director to perform duties or exercise authority under this Policy
- **Athletic Sports Association (ASA)** – Organizations identified annually in Exhibit A.
- **Non-ASA Organization** – Organizations not designated as an ASA but approved for facility use under this Policy.

Each ASA shall designate a primary representative responsible for all communications with the Department and shall submit current contact information annually. ASA applications shall be submitted no later than September 15 each year.

The Director or Designee shall serve as the City's administrative representative for all matters relating to this Policy.

SECTION 4 – ASA ELIGIBILITY AND CONTINUING REQUIREMENTS

4.1 Initial Eligibility

- Comply with Section 20
- Demonstrate community demand
- Activities will not interfere with existing City or ASA use
- Provide IRS 501(c)(3) documentation or obtain within 12 months of application date
- Comply with insurance requirements contained in Section 17.

- Meet any additional eligibility requirements established by this Policy

4.2 CONTINUING REQUIRMENTS

- Comply with Section 20
- Attendance at Department meetings

4.3 YOUTH PROTECTION STANDARDS

Each ASA shall conduct criminal background checks on all employees and volunteers who interact with youth and maintain documentation for review upon request.

Individuals convicted of, pleading guilty or no contest to, or participating in court-directed programs for the offenses identified below shall be disqualified from serving in positions involving youth participants:

- All felony or misdemeanor sex offenses;
- Violent felony offenses;
- Non-violent felony offenses within the previous ten (10) years;
- Misdemeanor crimes of violence within the previous seven (7) years;
- Two (2) or more misdemeanor drug or alcohol offenses within the previous seven (7) years; and
- Individuals with pending criminal charges for disqualifying offenses until final disposition.

If a pending case is resolved without meeting the disqualification criteria, the individual may be reinstated.

SECTION 5 - NON-ASA AND TOURNAMENT USE

5.1 Daily Use

Non-ASA organizations or individuals may reserve athletic facilities when:

- requested dates do not conflict with City or ASA activities;
- reservations are requested no more than two (2) weeks before use;
- use does not exceed four (4) consecutive days; and
- all applicable fees are paid in advance.

5.2 Tournament Use

- City of Alvin Event Application submitted at least sixty (60) days prior to the start date, unless otherwise approved;
- site map of area to include general parking, reserved parking (if any) and emergency access in accordance with Section 13.

- include pre-payment of required deposit(s);
- provide sanitation and refuse arrangements;
- provide proof of general liability or similar insurance,
- pay any required security costs;
- use athletic facilities only for their intended purpose; and
- return facilities to pre-existing condition or forfeit all or part of any required deposit including related cost(s) more than the deposit.

SECTION 6 - FACILITY ASSIGNMENT AND USE

6.1 Facility Assignment

Facility assignments shall be made by the Department based upon historical use, operational needs, facility suitability, and the best interests of the community.

Historical use means an organization's established, recurring use of a specific facility during a designated season and provides scheduling priority only for that season.

Facilities remain available for public use whenever scheduled activities are not occurring.

The following provisions apply:

- Athletic facilities shall not be subleased or reassigned without written approval of the Director or Designee.
- Unauthorized subleasing may result in applicable fees, suspension, or revocation of facility privileges.
- Non-ASA requests shall not conflict with approved City or ASA activities.
- The City reserves the right to schedule facilities whenever not otherwise reserved.
- Organizations shall reserve only facilities reasonably necessary for planned activities.
- Reserving facilities without intended use ("block scheduling") is prohibited.
- Facilities reserved but consistently unused may be reassigned and subject to applicable fees.
- The Department may designate maintenance closures, turf recovery periods, emergency closures, or other temporary restrictions.

When assigning facilities, the Department may consider:

- Resident and non-resident participation;
- Joint use opportunities;
- Seasonal operational requirements;

- Facility availability; and
- Overall community benefit.

Where organizations cannot agree on shared use, the Director or Designee shall determine facility assignments.

6.2 Maintenance

Routine turf maintenance includes seasonal field closures for maintenance and fertilization as scheduled by the Department.

6.3 Department Use

The Department reserves the right to conduct leagues, tournaments, programs, special events, emergency operations, and other governmental activities at any athletic facility.

Reasonable efforts will be made to minimize conflicts with approved schedules.

6.4 Provisional Use

All agreements between an ASA and another organization involving Department athletic facilities require prior approval by the Director or Designee.

Organizations wishing to conduct clinics, camps, workshops, or similar activities shall submit requests at least thirty (30) days before the proposed activity.

Individual teams requesting fundraising tournaments shall submit requests through their affiliated ASA, which remains responsible for compliance with this Policy. Refer to Section 5.2.

SECTION 7 - HOURS OF OPERATION

Unless otherwise approved by the Director, parks are open daily from **6:30 a.m. until 10:30 p.m.**, refer to Park Rules Ordinance.

All scheduled athletic activities shall be concluded by 10:30 p.m., unless otherwise authorized by the Director or Designee.

SECTION 8 - UTILITIES AND ATHLETIC FIELD LIGHTING

The City shall provide water service to City-owned athletic facilities. The City shall not be responsible for utility costs associated with facilities that are not owned and maintained by the City.

Athletic Sports Associations (ASAs) utilizing lighted athletic facilities shall maintain a seasonal lighting account with the Department. Each ASA shall receive **eight (8) hours of athletic field lighting per month per year, beginning October 1st thru September 30th**, at no charge, credited to its league lighting account. Lighting usage exceeding the monthly allowance shall be billed at **Thirty-Five Dollars (\$35.00) per hour, per field**, or at such rate as may be established by the City Council through the adopted Fee Schedule.

Lighting schedules shall be submitted at least two (2) weeks prior to the beginning of each playing season. ASAs may schedule lighting through the Department's designated reservation system or by Department staff, as authorized by the Director or Designee.

Each ASA shall submit anticipated field lighting schedules **and prepay** forecasted lighting costs **no later than two (2) weeks prior** to the beginning of each season. Actual lighting usage shall be verified by the Department through the City's lighting management system, and each ASA account shall be reconciled by applying any outstanding balance or account credit to the following season.

Failure to pay any outstanding lighting invoice shall result in suspension of lighting privileges until the account has been paid in full. During any period of suspension, lighting reservations shall be scheduled only by the Department after payment has been received.

Where Musco lighting control systems are installed, authorized users may receive seasonal remote access upon submission of approved lighting schedules and pre-payment in full of anticipated scheduled usage.

Unless otherwise approved by the Director or Designee:

- No more than three (3) authorized users may be designated for each ASA.
- Access shall be granted on an annual basis beginning October 1 thru September 30.
- Access may be suspended or revoked at any time.
- Automated lighting access does not authorize facility use outside approved reservations.

SECTION 9 - ATHLETIC FIELD LIGHT CREDIT PROGRAM

The Athletic Field Light Credit Program recognizes Athletic Sports Associations (ASAs) that voluntarily contribute labor, materials, equipment, or other resources that improve City athletic facilities for the common benefit of park users.

Light credits shall:

- Be applied only to the ASA's athletic field lighting account;
- Have no cash value;
- Not be transferable to another organization or account; and
- Be issued only after verification and approval by the Director or designee.

The Director or Designee may require documentation supporting any request for credit, including receipts, invoices, volunteer work logs, photographs, or other evidence demonstrating the value and completion of the work.

Unless otherwise approved by the Director, eligible credits include:

Activity	Credit
One-time capital improvement	50% of actual pre-tax cost
Recurring Park maintenance/improvements	\$50 per occurrence, up to \$300 per month

Activity	Credit
City use of ASA-owned athletic equipment	\$35 per occurrence
The Director or Designee shall determine whether work qualifies as a common benefit improvement and the amount of credit awarded.	

SECTION 10 - CONCESSION, STORAGE, AND RESTROOM BUILDINGS

The Department may assign concession stands, storage buildings, and restroom facilities to Athletic Sports Associations (ASAs) on a seasonal basis in conjunction with athletic facility assignments.

Assignment of a building does not create a leasehold interest or exclusive right of possession. The City retains the right to enter, inspect, maintain, or use any City-owned building at any time.

Organizations assigned concession, storage, or restroom facilities shall:

- Maintain facilities in a clean, safe, and sanitary condition.
- Comply with all applicable health, fire, and building regulations.
- Obtain all permits and inspections required by law.
- Furnish supplies and equipment necessary for concession operations.
- Properly dispose of all refuse generated during operations.
- Keep all exits, electrical panels, and fire protection equipment accessible.
- Remove all organization-owned property upon expiration or termination of facility assignment unless otherwise approved.

The City reserves the right to assign facilities for shared use when determined to be in the best interest of the public.

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The Director or Designee may issue keys for authorized use of concession, storage, and restroom facilities.

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- Keys shall not be duplicated or transferred.
- Lost keys shall be reported immediately.
- All issued keys shall be returned within thirty (30) days following termination of facility use.

Keypad Access

Where keypad access is provided, access codes shall be issued to the ASA president or designated representative, who shall be responsible for appropriate distribution.

- A **\$50.00 one-time keypad access fee** shall be paid before the code is issued.
- One access code change per year is permitted at no additional charge. Additional changes requested before the one-year anniversary shall incur a **\$25.00 change fee per occurrence**.
- Organizations are responsible for securing the facility and ensuring it remains locked when unattended.
- Organizations are responsible for unauthorized access resulting from misuse or unauthorized distribution of access codes or failure to secure the facility.

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The City shall maintain City-owned parks and athletic facilities in a manner consistent with available resources and adopted maintenance standards.

Athletic Sports Associations shall assist the Department by performing routine sport-specific operational maintenance necessary to conduct league play, including, as applicable:

- Field preparation
- Dragging and grooming infields
- Chalking and striping
- Installation and removal of athletic equipment
- Daily game preparation
- Dugout cleanup
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- Flags and banners may be displayed only in approved locations and shall be maintained in good condition. The Department may remove any flag or banner determined to be damaged, deteriorated, unsafe, or inappropriate.
- The City and organizations assigned restroom facilities share responsibility for maintaining restroom cleanliness and stocking routine supplies as assigned by the Department.

Organizations shall immediately notify the Department of hazardous conditions requiring City maintenance.

The City reserves the right to temporarily close facilities for maintenance, repairs, weather conditions, or turf recovery.

Failure to properly maintain assigned facilities may result in reassignment of maintenance responsibilities, suspension of privileges, or other corrective action.

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The City and Athletic Sports Associations share responsibility for protecting public property.

Organizations shall report acts of vandalism or property damage immediately upon discovery.

The City shall investigate reported damage and determine responsibility.

Organizations shall be responsible for repairing or reimbursing the City for damage caused by negligent acts or intentional misconduct of their participants, spectators, employees, contractors, or volunteers.

The City assumes no responsibility for organization-owned equipment or personal property stored on City property.

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Organizations shall not construct, alter, install, or remove improvements on City property without prior written approval of the Director.

Improvement requests shall include sufficient information for technical review.

Projects requiring permits or City Council approval shall not begin until all approvals have been obtained.

Approved improvements become part of the City's park system unless otherwise provided in writing.

Capital improvement requests for future City funding shall be submitted no later than **February 1** for consideration during the annual budget process.

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All organizations, participants, coaches, officials, volunteers, and spectators shall comply with the City of Alvin Park Rules, as adopted by ordinance and as may be amended.

Violation of any City ordinance may result in removal from City property, suspension of facility privileges, or other enforcement action authorized by law.

Nothing in this Policy supersedes applicable City ordinances.

SECTION 16 - LIABILITY, INSURANCE, AND WAIVERS

Each Athletic Sports Association shall maintain liability insurance meeting the minimum requirements established by the City and shall name the City of Alvin as an Additional Insured.

Organizations shall execute all agreements, waivers, indemnification provisions, and releases required by the City before use of athletic facilities.

Each organization is responsible for the conduct of its officers, employees, coaches, volunteers, participants, and spectators.

Organizations shall hold harmless, defend, and indemnify the City to the fullest extent permitted by law for claims arising from their use of City facilities, except where caused solely by the negligence of the City.

The Director or Designee may require participant waivers or additional insurance for tournaments, camps, clinics, or special events when warranted by the nature of the activity.

SECTION 17 - PARKING

Vehicles shall be parked only in designated parking areas and shall not obstruct fire lanes, emergency access routes, sidewalks, maintenance access points, drive aisles, or parking spaces reserved by law for individuals with disabilities. Vehicles shall also comply with temporary parking restrictions and Reserved Parking Areas established in an approved Parking Plan provided by the organization, see also Section 5 Tournament Use.

Organizations are responsible for all hosted activities related to parking and traffic management. When required by the Director or Designee, the host shall submit a Parking and Traffic Management Plan.

The host shall furnish, install, maintain, and remove all temporary parking signs, barricades, cones, and traffic control devices necessary to implement the approved Parking and Traffic Management Plan, unless otherwise authorized by the Director or designee.

The host shall make reasonable efforts to obtain voluntary compliance with parking requirements before initiating enforcement actions. When enforcement becomes necessary, including towing, such actions shall be coordinated in accordance with the approved Parking and Traffic Management Plan and applicable law. All costs associated with parking management, enforcement, and towing shall be the responsibility of the host.

Nothing in this section limits the City's authority to take immediate action to protect public safety, maintain emergency access, or safeguard City property.

SECTION 18 - EMERGENCIES, ACCIDENTS, AND INCIDENT REPORTING

Organizations shall immediately report all accidents requiring professional medical treatment.

Maintenance-related hazards or unsafe facility conditions shall be reported to the Department no later than the beginning of the next business day.

After-hours emergencies requiring immediate attention shall be reported through the Alvin Police Department, which will notify the appropriate on-call City personnel.

Organizations shall cooperate with any investigation involving accidents, injuries, or property damage occurring during their use of City facilities.

SECTION 19 - APPEALS AND TERMINATION

19.1 Appeal

An organization denied Athletic Sports Association (ASA) designation may submit a written appeal to the Director or Designee.

The written appeal shall be submitted within thirty (30) days of the denial, but no later than **October 30** of the applicable application year and shall include sufficient documentation demonstrating that the deficiencies resulting in the denial have been corrected and that the organization otherwise meets the eligibility requirements of this Policy.

The Director or Designee shall review the appeal and determine whether sufficient grounds exist to warrant further consideration. If the appeal is determined to have merit, it shall be forwarded to the Parks and Recreation Advisory Board for review and recommendation. Appeals recommended for approval by the Parks and Recreation Advisory Board shall be forwarded to the City Council for final consideration. The decision of the City Council shall be final.

Organizations whose appeal is denied may submit a new application during the next annual application period.

19.2 Voluntary Termination

An Athletic Sports Association may voluntarily terminate its designation and use of City athletic facilities by submitting written notice to the Director or Designee.

Upon receipt of the notice, the Director or Designee shall conduct a final inspection of all assigned facilities, collect all issued keys, verify that all outstanding lighting charges and other fees have been paid, and process any refundable deposits in accordance with this Policy.

19.3 Involuntary Termination

Failure of an Athletic Sports Association (ASA), Non-ASA organization, or individual team to comply with the provisions of this Policy may result in suspension of facility use privileges, termination of ASA designation, forfeiture of refundable deposits, or other remedies authorized by this Policy.

Prior to involuntary termination, the Director or Designee shall provide written notice identifying the violation(s) and allow the organization a reasonable opportunity to bring the violation(s) into acceptable and sustained compliance, unless immediate action is necessary to protect public safety or City property.

19.4 Effect of Termination

Upon termination of facility use privileges or ASA designation:

- All athletic facility, building, and lighting assignments shall immediately terminate.
- All issued keys and access devices shall be returned to the Department.
- Any outstanding fees, charges, or other financial obligations shall remain due and payable.
- Refundable deposits shall be returned following final inspection, less any authorized deductions for damages, unpaid fees, or other obligations.
- Organization-owned equipment, materials, and personal property shall be removed from City property within the time established by the Director or Designee.

SECTION 20 - APPLICATION REQUIREMENTS

20.1 Annual Application

Each Athletic Sports Association seeking initial or continued designation shall submit a complete Annual Application to the Department no later than **September 15** of each year.

The application shall include:

- Proof of general liability insurance naming the City of Alvin as an Additional Insured.
- The organization's most recent financial statement, if requested by the Director or Designee.
- A current list of the organization's Board of Directors including title and best contact phone and email for each.
- Primary contact representative(s) including name, title and best contact phone and email.
- Tryout, practice, game, tournament, and athletic field lighting schedules submitted at least two (2) weeks prior to the beginning of each season.
- Signed Statement of Acknowledgment and Hold Harmless Agreement.
- A Five Hundred Dollar (\$500.00) refundable damage deposit, if applicable, for the use of concession stands, storage buildings, or restroom facilities.
- A Fifty Dollar (\$50.00) refundable deposit for each building key issued.
- Any additional agreements or documentation required by the Department, including equipment storage agreements, when applicable.
- Proof of current IRS determination letter
- Participation Statistics

The Director or Designee may require additional information reasonably necessary to verify an organization's eligibility or compliance with this Policy.

20.2 Incomplete Applications

Applications that are incomplete or fail to include the required information or supporting documentation may be deemed incomplete by the Department. Incomplete applications may delay, suspend, or prevent approval of Athletic Sports Association designation or the use of City athletic facilities until all required materials have been submitted.

20.3 Continuing Obligation

Organizations shall notify the Department of any material changes to the information submitted in the application during the term of the facility assignment, including changes in insurance coverage, nonprofit status, board membership, or primary contact information.

STATEMENT OF ACKNOWLEDGMENT AND HOLD HARMLESS AGREEMENT

On behalf of the organization identified below, I acknowledge that I have received, read, and understand the **City of Alvin Athletic Facilities Use Policy**.

I certify that I am authorized to execute this Statement of Acknowledgment on behalf of the organization and that the organization agrees to comply with all provisions of the Athletic Facilities Use Policy, all applicable City ordinances, and all lawful directives issued by the City of Alvin governing the use of City parks and athletic facilities.

I further acknowledge and agree that:

1. Compliance with the Athletic Facilities Use Policy is a condition of obtaining and maintaining Athletic Sports Association (ASA) designation and the privilege of using City athletic facilities.
2. Failure to comply with the Athletic Facilities Use Policy may result in suspension or revocation of facility use privileges, termination of ASA designation, forfeiture of applicable deposits, assessment of damages, or other actions authorized by the Policy.
3. The organization is responsible for ensuring that its officers, directors, employees, coaches, volunteers, participants, contractors, and representatives comply with the Athletic Facilities Use Policy while using City property.
4. The organization accepts responsibility for any damage to City property resulting from the negligent or wrongful acts or omissions of the organization, its officers, directors, employees, coaches, volunteers, participants, contractors, or agents and agrees to reimburse the City for the reasonable cost of repair or replacement.
5. **To the fullest extent permitted by Texas law, the organization agrees to defend, indemnify, and hold harmless the City of Alvin, its elected officials, officers, employees, agents, volunteers, and representatives from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the organization's use of City athletic facilities or the acts or omissions of the organization, its officers, directors, employees, coaches, volunteers, participants, contractors, or agents, except to the extent caused by the sole negligence or willful misconduct of the City of Alvin.**
6. The organization acknowledges that the City of Alvin assumes no responsibility for loss of or damage to organization-owned equipment, supplies, materials, or other personal property stored or left on City property. Any such property is stored at the organization's sole risk.
7. This Statement of Acknowledgment supplements, and does not replace, any insurance requirements, facility use agreements, or other contractual obligations required by the City of Alvin.

By signing below, I certify that I am authorized to bind the organization to the terms of this Statement of Acknowledgment and Hold Harmless Agreement.

ORGANIZATION INFORMATION

Organization Name: _____

Authorized Representative Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Telephone: _____ **Email:** _____

Exhibit B

Approved Athletic Sports Associations

This Appendix A is part of the City of Alvin Athletic Facilities Use Policy entered into between the City of Alvin and the Alvin Sports Association, hereinafter referred to as “ASA.” This Appendix reflects the list of organizations who have met the requirements outlined in the City of Alvin Athletic Facilities Use Policy and qualify as part of the ASA.

Those organizations qualifying as part of the ASA for the 2026 - 2027 year are:

Association Name	Primary Park Assignment
Alvin Girls Softball Association (AGSA)	Pearson Park
Alvin Little League Baseball (ALLB)	Lions Park
Alvin Youth Soccer Club (AYSC)	Briscoe Park Soccer Fields
Ballerz Baseball	Morgan Park
Southside Water Polo	Rec Center Pool
Spartans Football	Briscoe Park Football Fields
Spartans Rugby	Briscoe Park Football Fields
Swarm Baseball	No location determined
Texas Blue Chips	Morgan Park

2026 Athletic Facilities Use Policy

Revision Summary

The proposed revisions do not substantially alter the City's longstanding approach to assigning athletic facilities or managing Athletic Sports Associations. Instead, they improve the organization, readability, and administrative clarity of the policy while strengthening operational procedures, risk management, and accountability. The revised policy is intended to provide clearer guidance for staff and user organizations while supporting consistent and efficient administration of City athletic facilities.

Section 1 – Purpose

- Added a formal purpose statement establishing the objectives of safe, equitable, efficient, and responsible use of City athletic facilities.

Sections 2–4 – Priority of Use, Definitions & ASA Eligibility

- Reorganized and clarified eligibility requirements.
- Added definitions for key terms to improve consistency and administration.

Section 5 – Non-ASA and Tournament Use

- Expanded tournament requirements to include event applications, parking/site plans, sanitation, insurance, security, and restoration of facilities following use.

Section 6 – Facility Assignment and Use

- Clarified that historical use establishes seasonal scheduling priority only.
- Added provisions prohibiting block scheduling and unauthorized subleasing.
- Expanded the Department's authority to assign facilities, implement maintenance closures, and resolve scheduling conflicts.

Section 7 – Hours of Operation

- Clarified park operating hours and established that activities beyond normal operating hours require approval by the Director or Designee.

Sections 8–9 – Utilities, Athletic Field Lighting & Light Credit Program

- Formalized lighting account procedures, pre-payment requirements, monthly account reconciliation, and Musco lighting controls.
- Created a dedicated Athletic Field Light Credit Program establishing eligibility, documentation requirements, and Director approval for credits.

Sections 10–14 – Facility Operations

- Consolidated and clarified policies governing:
- Concession, storage, and restroom buildings.
- Building access and key control.

2026 Athletic Facilities Use Policy

Revision Summary

- Proposed \$50 one-time keypad access fee
- Proposed \$25 change fee per occurrence on/after 2nd occurrence
- Maintenance responsibilities of the City and Athletic Sports Associations.
- Vandalism and damage to City property.
- Facility improvements and capital improvement requests.

Sections 15–19 – Ordinances, Liability, Parking & Emergencies

- Added a dedicated ordinance compliance section.
- Expanded liability, insurance, waiver, and indemnification requirements.
- Established parking management responsibilities for hosted events.
- Expanded emergency, accident, and incident reporting procedures.

Section 19 – Appeals and Termination

- Formalized the appeal process for denied ASA applications.
- Clarified voluntary and involuntary termination procedures.
- Defined the administrative actions required following termination of facility use.

Section 20 – Annual Application Requirements

- Consolidated annual application requirements into one section.
- Established ongoing reporting requirements for changes in insurance, nonprofit status, board membership, or organizational contacts.
- Authorized the Director to request additional documentation necessary to verify eligibility or compliance.

Statement of Acknowledgment and Hold Harmless Agreement

- Added a comprehensive annual acknowledgment requiring organizations to:
- Acknowledge receipt of the Policy.
- Agree to comply with all policy requirements.
- Accept responsibility for organizational conduct and damage to City property.
- Defend, indemnify, and hold harmless the City of Alvin to the fullest extent permitted by law.
- Acknowledge that personal property stored on City property is at the organization's sole risk.



AGENDA COMMENTARY

Meeting Date: 9/17/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Ordinance 26-V, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending the Parks and Recreation fees for the Athletic Facility Use Policy; providing for an effective date; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: This Ordinance formally adopts the fees into Chapter 28, Comprehensive Fee Ordinance of the Alvin Code of Ordinances related to the Athletic Facility Use Policy. All fees charged by the City must be included within Chapter 28. With the adoption of Resolution 26-R-36 updating the Athletic Facility Use Policy, the fee amendments as presented have been included in Ordinance 26-V for City Council's consideration.

Athletic Facility Use:

* Keypad Access

- \$50.00 one-time keypad access fee

- \$25.00 code change fee per occurrence after first occurrence

Staff recommends approval of Ordinance 26-V.

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: MS
9/16

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Ord 26-V; Chap 28 Parks Rec; Athletic Fees; redline
2. Exhibit A; Athletic Facility Use Policy

Recommendation: Move to approve Ordinance 26-V, amending Chapter 28, Comprehensive Fee Ordinance, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending Parks and Recreation Athletic Facility Use Policy; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☒

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

ORDINANCE NO. 26-V

AN ORDINANCE AMENDING CHAPTER 28, COMPREHENSIVE FEE ORDINANCE, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF ADDING FEES FOR PARKS AND RECREATION ATHLETIC FACILITIES (SPORTS ASSOCIATIONS); PROVIDING FOR PUBLICATION; PROVIDING FOR AN EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Section 28-2 of the Code of Ordinances of the City of Alvin, Texas, is hereby amended by revising certain fees for the animal breeders and sellers as follows:

"Sec. 28-2. In General.

PARKS AND RECREATION

...

(2) Athletic facilities (sports associations):

Keypad Access fee....\$50

Code Change (per occurrence after first occurrence)....\$25

Lighting fees, per hour, per field with a one hour minimum\$35.00

Lighting scheduling: Fifty dollars (\$50.00) call-out fee in addition to the hourly fee for light usage requested after 10:00 a.m. on the day of the usage.

Key deposit for key(s) to concession and storage buildings, per key\$50.00

Damage deposit for concession and storage buildings\$500.00

Damage or misuse of restrooms during league use, [which] will be assessed to the sports association per incident per restroom\$50.00

Subletting facilities penalty per team per occurrence\$250.00

Failure to utilize scheduled field time (consistently) per hour\$35.00

Section 2. That except as specifically amended herein all other provisions of Chapter 28 of the Code of Ordinances, City of Alvin, Texas, remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the

provisions of this Ordinance shall control. That all rights and remedies which have accrued in favor of the City under Chapter 28 and any amendments thereto shall be and are preserved for the benefit of the City.

Section 3. Severability Clause. If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 4. Publication. The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Proper Notice and Meeting. 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*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

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

PASSED and APPROVED on the 17th day of September 2026.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

PARKS & RECREATION DEPARTMENT



2026 ATHLETIC FACILITIES USE POLICY

Exhibit A to Resolution 26-R-36

TABLE OF CONTENTS

Section 1 - Purpose
Section 2 – Priority of Use
Section 3 - Parties
Section 4 - ASA Eligibility
Section 5 - Non-ASA and Tournament Use
Section 6 - Facility Assignment and Use
Section 7 - Hours of Operation
Section 8 - Utilities and Athletic Field Lighting
Section 9 - Athletic Field Light Credit Program
Section 10 - Concession, Storage & Restroom Building
Section 11 - Facility Keys and Building Security
Section 12 - Maintenance of Park and Recreational Facilities
Section 13 - Vandalism and Damage to Property
Section 14 - Facility Improvements & Capital Projects
Section 15 - Park & Athletic Facility Ordinances
Section 16 - Liability, Insurance & Waivers
Section 17 - Parking
Section 18 - Emergencies, Accidents & Incident Reporting
Section 19 - Appeals & Termination
Section 20 - Application Requirements
Statement of Acknowledge and Hold Harmless Agreement
Appendix A

SECTION 1 - PURPOSE

The City of Alvin develops, operates, and maintains parks and athletic facilities to serve the recreational needs of the community. This Policy establishes the rules, procedures, and operational requirements governing the use of City athletic facilities to promote safe, efficient, equitable, and responsible use of public resources.

SECTION 2 - PRIORITY OF USE

Priority use of athletic facilities is reserved for qualified Athletic Sports Associations (ASAs) requiring recurring scheduled use to provide organized recreational programs that serve the community.

For purposes of this Policy, an **Athletic Sports Association (ASA)** is a nonprofit organization recognized under Section 501(c)(3) of the Internal Revenue Code that operates in accordance with City policies governing the use of athletic facilities and has been approved by the City Council.

SECTION 3 - PARTIES

- **City** – City of Alvin.
- **Department** – City of Alvin Parks and Recreation Department.
- **Director** – Director of Parks and Recreation or authorized designee.
- **Designee** – Authorized Representative designated by the Director to perform duties or exercise authority under this Policy
- **Athletic Sports Association (ASA)** – Organizations identified annually in Exhibit A.
- **Non-ASA Organization** – Organizations not designated as an ASA but approved for facility use under this Policy.

Each ASA shall designate a primary representative responsible for all communications with the Department and shall submit current contact information annually. ASA applications shall be submitted no later than September 15 each year.

The Director or Designee shall serve as the City's administrative representative for all matters relating to this Policy.

SECTION 4 – ASA ELIGIBILITY AND CONTINUING REQUIREMENTS

4.1 Initial Eligibility

- Comply with Section 20
- Demonstrate community demand
- Activities will not interfere with existing City or ASA use
- Provide IRS 501(c)(3) documentation or obtain within 12 months of application date
- Comply with insurance requirements contained in Section 17.

- Meet any additional eligibility requirements established by this Policy

4.2 CONTINUING REQUIRMENTS

- Comply with Section 20
- Attendance at Department meetings

4.3 YOUTH PROTECTION STANDARDS

Each ASA shall conduct criminal background checks on all employees and volunteers who interact with youth and maintain documentation for review upon request.

Individuals convicted of, pleading guilty or no contest to, or participating in court-directed programs for the offenses identified below shall be disqualified from serving in positions involving youth participants:

- All felony or misdemeanor sex offenses;
- Violent felony offenses;
- Non-violent felony offenses within the previous ten (10) years;
- Misdemeanor crimes of violence within the previous seven (7) years;
- Two (2) or more misdemeanor drug or alcohol offenses within the previous seven (7) years; and
- Individuals with pending criminal charges for disqualifying offenses until final disposition.

If a pending case is resolved without meeting the disqualification criteria, the individual may be reinstated.

SECTION 5 - NON-ASA AND TOURNAMENT USE

5.1 Daily Use

Non-ASA organizations or individuals may reserve athletic facilities when:

- requested dates do not conflict with City or ASA activities;
- reservations are requested no more than two (2) weeks before use;
- use does not exceed four (4) consecutive days; and
- all applicable fees are paid in advance.

5.2 Tournament Use

- City of Alvin Event Application submitted at least sixty (60) days prior to the start date, unless otherwise approved;
- site map of area to include general parking, reserved parking (if any) and emergency access in accordance with Section 13.

- include pre-payment of required deposit(s);
- provide sanitation and refuse arrangements;
- provide proof of general liability or similar insurance,
- pay any required security costs;
- use athletic facilities only for their intended purpose; and
- return facilities to pre-existing condition or forfeit all or part of any required deposit including related cost(s) more than the deposit.

SECTION 6 - FACILITY ASSIGNMENT AND USE

6.1 Facility Assignment

Facility assignments shall be made by the Department based upon historical use, operational needs, facility suitability, and the best interests of the community.

Historical use means an organization's established, recurring use of a specific facility during a designated season and provides scheduling priority only for that season.

Facilities remain available for public use whenever scheduled activities are not occurring.

The following provisions apply:

- Athletic facilities shall not be subleased or reassigned without written approval of the Director or Designee.
- Unauthorized subleasing may result in applicable fees, suspension, or revocation of facility privileges.
- Non-ASA requests shall not conflict with approved City or ASA activities.
- The City reserves the right to schedule facilities whenever not otherwise reserved.
- Organizations shall reserve only facilities reasonably necessary for planned activities.
- Reserving facilities without intended use ("block scheduling") is prohibited.
- Facilities reserved but consistently unused may be reassigned and subject to applicable fees.
- The Department may designate maintenance closures, turf recovery periods, emergency closures, or other temporary restrictions.

When assigning facilities, the Department may consider:

- Resident and non-resident participation;
- Joint use opportunities;
- Seasonal operational requirements;

- Facility availability; and
- Overall community benefit.

Where organizations cannot agree on shared use, the Director or Designee shall determine facility assignments.

6.2 Maintenance

Routine turf maintenance includes seasonal field closures for maintenance and fertilization as scheduled by the Department.

6.3 Department Use

The Department reserves the right to conduct leagues, tournaments, programs, special events, emergency operations, and other governmental activities at any athletic facility.

Reasonable efforts will be made to minimize conflicts with approved schedules.

6.4 Provisional Use

All agreements between an ASA and another organization involving Department athletic facilities require prior approval by the Director or Designee.

Organizations wishing to conduct clinics, camps, workshops, or similar activities shall submit requests at least thirty (30) days before the proposed activity.

Individual teams requesting fundraising tournaments shall submit requests through their affiliated ASA, which remains responsible for compliance with this Policy. Refer to Section 5.2.

SECTION 7 - HOURS OF OPERATION

Unless otherwise approved by the Director, parks are open daily from **6:30 a.m. until 10:30 p.m.**, refer to Park Rules Ordinance.

All scheduled athletic activities shall be concluded by 10:30 p.m., unless otherwise authorized by the Director or Designee.

SECTION 8 - UTILITIES AND ATHLETIC FIELD LIGHTING

The City shall provide water service to City-owned athletic facilities. The City shall not be responsible for utility costs associated with facilities that are not owned and maintained by the City.

Athletic Sports Associations (ASAs) utilizing lighted athletic facilities shall maintain a seasonal lighting account with the Department. Each ASA shall receive **eight (8) hours of athletic field lighting per month per year, beginning October 1st thru September 30th**, at no charge, credited to its league lighting account. Lighting usage exceeding the monthly allowance shall be billed at **Thirty-Five Dollars (\$35.00) per hour, per field**, or at such rate as may be established by the City Council through the adopted Fee Schedule.

Lighting schedules shall be submitted at least two (2) weeks prior to the beginning of each playing season. ASAs may schedule lighting through the Department's designated reservation system or by Department staff, as authorized by the Director or Designee.

Each ASA shall submit anticipated field lighting schedules **and prepay** forecasted lighting costs **no later than two (2) weeks prior** to the beginning of each season. Actual lighting usage shall be verified by the Department through the City's lighting management system, and each ASA account shall be reconciled by applying any outstanding balance or account credit to the following season.

Failure to pay any outstanding lighting invoice shall result in suspension of lighting privileges until the account has been paid in full. During any period of suspension, lighting reservations shall be scheduled only by the Department after payment has been received.

Where Musco lighting control systems are installed, authorized users may receive seasonal remote access upon submission of approved lighting schedules and pre-payment in full of anticipated scheduled usage.

Unless otherwise approved by the Director or Designee:

- No more than three (3) authorized users may be designated for each ASA.
- Access shall be granted on an annual basis beginning October 1 thru September 30.
- Access may be suspended or revoked at any time.
- Automated lighting access does not authorize facility use outside approved reservations.

SECTION 9 - ATHLETIC FIELD LIGHT CREDIT PROGRAM

The Athletic Field Light Credit Program recognizes Athletic Sports Associations (ASAs) that voluntarily contribute labor, materials, equipment, or other resources that improve City athletic facilities for the common benefit of park users.

Light credits shall:

- Be applied only to the ASA's athletic field lighting account;
- Have no cash value;
- Not be transferable to another organization or account; and
- Be issued only after verification and approval by the Director or designee.

The Director or Designee may require documentation supporting any request for credit, including receipts, invoices, volunteer work logs, photographs, or other evidence demonstrating the value and completion of the work.

Unless otherwise approved by the Director, eligible credits include:

Activity	Credit
One-time capital improvement	50% of actual pre-tax cost
Recurring Park maintenance/improvements	\$50 per occurrence, up to \$300 per month

Activity	Credit
City use of ASA-owned athletic equipment	\$35 per occurrence
The Director or Designee shall determine whether work qualifies as a common benefit improvement and the amount of credit awarded.	

SECTION 10 - CONCESSION, STORAGE, AND RESTROOM BUILDINGS

The Department may assign concession stands, storage buildings, and restroom facilities to Athletic Sports Associations (ASAs) on a seasonal basis in conjunction with athletic facility assignments.

Assignment of a building does not create a leasehold interest or exclusive right of possession. The City retains the right to enter, inspect, maintain, or use any City-owned building at any time.

Organizations assigned concession, storage, or restroom facilities shall:

- Maintain facilities in a clean, safe, and sanitary condition.
- Comply with all applicable health, fire, and building regulations.
- Obtain all permits and inspections required by law.
- Furnish supplies and equipment necessary for concession operations.
- Properly dispose of all refuse generated during operations.
- Keep all exits, electrical panels, and fire protection equipment accessible.
- Remove all organization-owned property upon expiration or termination of facility assignment unless otherwise approved.

The City reserves the right to assign facilities for shared use when determined to be in the best interest of the public.

SECTION 11 - FACILITY KEYS AND BUILDING SECURITY

The Director or Designee may issue keys for authorized use of concession, storage, and restroom facilities.

Key Access

- No more than three (3) keys shall be issued per organization for each facility.
- A refundable Fifty Dollar (\$50.00) key deposit shall be paid before keys are issued.
- Keys shall not be duplicated or transferred.
- Lost keys shall be reported immediately.
- All issued keys shall be returned within thirty (30) days following termination of facility use.

Keypad Access

Where keypad access is provided, access codes shall be issued to the ASA president or designated representative, who shall be responsible for appropriate distribution.

- A **\$50.00 one-time keypad access fee** shall be paid before the code is issued.
- One access code change per year is permitted at no additional charge. Additional changes requested before the one-year anniversary shall incur a **\$25.00 change fee per occurrence**.
- Organizations are responsible for securing the facility and ensuring it remains locked when unattended.
- Organizations are responsible for unauthorized access resulting from misuse or unauthorized distribution of access codes or failure to secure the facility.

SECTION 12 - MAINTENANCE OF PARK AND RECREATIONAL FACILITIES

The City shall maintain City-owned parks and athletic facilities in a manner consistent with available resources and adopted maintenance standards.

Athletic Sports Associations shall assist the Department by performing routine sport-specific operational maintenance necessary to conduct league play, including, as applicable:

- Field preparation
- Dragging and grooming infields
- Chalking and striping
- Installation and removal of athletic equipment
- Daily game preparation
- Dugout cleanup
- Litter removal following activities
- Flags and banners may be displayed only in approved locations and shall be maintained in good condition. The Department may remove any flag or banner determined to be damaged, deteriorated, unsafe, or inappropriate.
- The City and organizations assigned restroom facilities share responsibility for maintaining restroom cleanliness and stocking routine supplies as assigned by the Department.

Organizations shall immediately notify the Department of hazardous conditions requiring City maintenance.

The City reserves the right to temporarily close facilities for maintenance, repairs, weather conditions, or turf recovery.

Failure to properly maintain assigned facilities may result in reassignment of maintenance responsibilities, suspension of privileges, or other corrective action.

SECTION 13 - VANDALISM AND DAMAGE TO PROPERTY

The City and Athletic Sports Associations share responsibility for protecting public property.

Organizations shall report acts of vandalism or property damage immediately upon discovery.

The City shall investigate reported damage and determine responsibility.

Organizations shall be responsible for repairing or reimbursing the City for damage caused by negligent acts or intentional misconduct of their participants, spectators, employees, contractors, or volunteers.

The City assumes no responsibility for organization-owned equipment or personal property stored on City property.

SECTION 14 - FACILITY IMPROVEMENTS AND CAPITAL PROJECTS

Organizations shall not construct, alter, install, or remove improvements on City property without prior written approval of the Director.

Improvement requests shall include sufficient information for technical review.

Projects requiring permits or City Council approval shall not begin until all approvals have been obtained.

Approved improvements become part of the City's park system unless otherwise provided in writing.

Capital improvement requests for future City funding shall be submitted no later than **February 1** for consideration during the annual budget process.

SECTION 15 - PARK AND ATHLETIC FACILITY ORDINANCES

All organizations, participants, coaches, officials, volunteers, and spectators shall comply with the City of Alvin Park Rules, as adopted by ordinance and as may be amended.

Violation of any City ordinance may result in removal from City property, suspension of facility privileges, or other enforcement action authorized by law.

Nothing in this Policy supersedes applicable City ordinances.

SECTION 16 - LIABILITY, INSURANCE, AND WAIVERS

Each Athletic Sports Association shall maintain liability insurance meeting the minimum requirements established by the City and shall name the City of Alvin as an Additional Insured.

Organizations shall execute all agreements, waivers, indemnification provisions, and releases required by the City before use of athletic facilities.

Each organization is responsible for the conduct of its officers, employees, coaches, volunteers, participants, and spectators.

Organizations shall hold harmless, defend, and indemnify the City to the fullest extent permitted by law for claims arising from their use of City facilities, except where caused solely by the negligence of the City.

The Director or Designee may require participant waivers or additional insurance for tournaments, camps, clinics, or special events when warranted by the nature of the activity.

SECTION 17 - PARKING

Vehicles shall be parked only in designated parking areas and shall not obstruct fire lanes, emergency access routes, sidewalks, maintenance access points, drive aisles, or parking spaces reserved by law for individuals with disabilities. Vehicles shall also comply with temporary parking restrictions and Reserved Parking Areas established in an approved Parking Plan provided by the organization, see also Section 5 Tournament Use.

Organizations are responsible for all hosted activities related to parking and traffic management. When required by the Director or Designee, the host shall submit a Parking and Traffic Management Plan.

The host shall furnish, install, maintain, and remove all temporary parking signs, barricades, cones, and traffic control devices necessary to implement the approved Parking and Traffic Management Plan, unless otherwise authorized by the Director or designee.

The host shall make reasonable efforts to obtain voluntary compliance with parking requirements before initiating enforcement actions. When enforcement becomes necessary, including towing, such actions shall be coordinated in accordance with the approved Parking and Traffic Management Plan and applicable law. All costs associated with parking management, enforcement, and towing shall be the responsibility of the host.

Nothing in this section limits the City's authority to take immediate action to protect public safety, maintain emergency access, or safeguard City property.

SECTION 18 - EMERGENCIES, ACCIDENTS, AND INCIDENT REPORTING

Organizations shall immediately report all accidents requiring professional medical treatment.

Maintenance-related hazards or unsafe facility conditions shall be reported to the Department no later than the beginning of the next business day.

After-hours emergencies requiring immediate attention shall be reported through the Alvin Police Department, which will notify the appropriate on-call City personnel.

Organizations shall cooperate with any investigation involving accidents, injuries, or property damage occurring during their use of City facilities.

SECTION 19 - APPEALS AND TERMINATION

19.1 Appeal

An organization denied Athletic Sports Association (ASA) designation may submit a written appeal to the Director or Designee.

The written appeal shall be submitted within thirty (30) days of the denial, but no later than **October 30** of the applicable application year and shall include sufficient documentation demonstrating that the deficiencies resulting in the denial have been corrected and that the organization otherwise meets the eligibility requirements of this Policy.

The Director or Designee shall review the appeal and determine whether sufficient grounds exist to warrant further consideration. If the appeal is determined to have merit, it shall be forwarded to the Parks and Recreation Advisory Board for review and recommendation. Appeals recommended for approval by the Parks and Recreation Advisory Board shall be forwarded to the City Council for final consideration. The decision of the City Council shall be final.

Organizations whose appeal is denied may submit a new application during the next annual application period.

19.2 Voluntary Termination

An Athletic Sports Association may voluntarily terminate its designation and use of City athletic facilities by submitting written notice to the Director or Designee.

Upon receipt of the notice, the Director or Designee shall conduct a final inspection of all assigned facilities, collect all issued keys, verify that all outstanding lighting charges and other fees have been paid, and process any refundable deposits in accordance with this Policy.

19.3 Involuntary Termination

Failure of an Athletic Sports Association (ASA), Non-ASA organization, or individual team to comply with the provisions of this Policy may result in suspension of facility use privileges, termination of ASA designation, forfeiture of refundable deposits, or other remedies authorized by this Policy.

Prior to involuntary termination, the Director or Designee shall provide written notice identifying the violation(s) and allow the organization a reasonable opportunity to bring the violation(s) into acceptable and sustained compliance, unless immediate action is necessary to protect public safety or City property.

19.4 Effect of Termination

Upon termination of facility use privileges or ASA designation:

- All athletic facility, building, and lighting assignments shall immediately terminate.
- All issued keys and access devices shall be returned to the Department.
- Any outstanding fees, charges, or other financial obligations shall remain due and payable.
- Refundable deposits shall be returned following final inspection, less any authorized deductions for damages, unpaid fees, or other obligations.
- Organization-owned equipment, materials, and personal property shall be removed from City property within the time established by the Director or Designee.

SECTION 20 - APPLICATION REQUIREMENTS

20.1 Annual Application

Each Athletic Sports Association seeking initial or continued designation shall submit a complete Annual Application to the Department no later than **September 15** of each year.

The application shall include:

- Proof of general liability insurance naming the City of Alvin as an Additional Insured.
- The organization's most recent financial statement, if requested by the Director or Designee.
- A current list of the organization's Board of Directors including title and best contact phone and email for each.
- Primary contact representative(s) including name, title and best contact phone and email.
- Tryout, practice, game, tournament, and athletic field lighting schedules submitted at least two (2) weeks prior to the beginning of each season.
- Signed Statement of Acknowledgment and Hold Harmless Agreement.
- A Five Hundred Dollar (\$500.00) refundable damage deposit, if applicable, for the use of concession stands, storage buildings, or restroom facilities.
- A Fifty Dollar (\$50.00) refundable deposit for each building key issued.
- Any additional agreements or documentation required by the Department, including equipment storage agreements, when applicable.
- Proof of current IRS determination letter
- Participation Statistics

The Director or Designee may require additional information reasonably necessary to verify an organization's eligibility or compliance with this Policy.

20.2 Incomplete Applications

Applications that are incomplete or fail to include the required information or supporting documentation may be deemed incomplete by the Department. Incomplete applications may delay, suspend, or prevent approval of Athletic Sports Association designation or the use of City athletic facilities until all required materials have been submitted.

20.3 Continuing Obligation

Organizations shall notify the Department of any material changes to the information submitted in the application during the term of the facility assignment, including changes in insurance coverage, nonprofit status, board membership, or primary contact information.

STATEMENT OF ACKNOWLEDGMENT AND HOLD HARMLESS AGREEMENT

On behalf of the organization identified below, I acknowledge that I have received, read, and understand the **City of Alvin Athletic Facilities Use Policy**.

I certify that I am authorized to execute this Statement of Acknowledgment on behalf of the organization and that the organization agrees to comply with all provisions of the Athletic Facilities Use Policy, all applicable City ordinances, and all lawful directives issued by the City of Alvin governing the use of City parks and athletic facilities.

I further acknowledge and agree that:

1. Compliance with the Athletic Facilities Use Policy is a condition of obtaining and maintaining Athletic Sports Association (ASA) designation and the privilege of using City athletic facilities.
2. Failure to comply with the Athletic Facilities Use Policy may result in suspension or revocation of facility use privileges, termination of ASA designation, forfeiture of applicable deposits, assessment of damages, or other actions authorized by the Policy.
3. The organization is responsible for ensuring that its officers, directors, employees, coaches, volunteers, participants, contractors, and representatives comply with the Athletic Facilities Use Policy while using City property.
4. The organization accepts responsibility for any damage to City property resulting from the negligent or wrongful acts or omissions of the organization, its officers, directors, employees, coaches, volunteers, participants, contractors, or agents and agrees to reimburse the City for the reasonable cost of repair or replacement.
5. **To the fullest extent permitted by Texas law, the organization agrees to defend, indemnify, and hold harmless the City of Alvin, its elected officials, officers, employees, agents, volunteers, and representatives from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the organization's use of City athletic facilities or the acts or omissions of the organization, its officers, directors, employees, coaches, volunteers, participants, contractors, or agents, except to the extent caused by the sole negligence or willful misconduct of the City of Alvin.**
6. The organization acknowledges that the City of Alvin assumes no responsibility for loss of or damage to organization-owned equipment, supplies, materials, or other personal property stored or left on City property. Any such property is stored at the organization's sole risk.
7. This Statement of Acknowledgment supplements, and does not replace, any insurance requirements, facility use agreements, or other contractual obligations required by the City of Alvin.

By signing below, I certify that I am authorized to bind the organization to the terms of this Statement of Acknowledgment and Hold Harmless Agreement.

ORGANIZATION INFORMATION

Organization Name: _____

Authorized Representative Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Telephone: _____ **Email:** _____

Appendix A

Approved Athletic Sports Associations

This Appendix A is part of the City of Alvin Athletic Facilities Use Policy entered into between the City of Alvin and the Alvin Sports Association, hereinafter referred to as “ASA.” This Appendix reflects the list of organizations who have met the requirements outlined in the City of Alvin Athletic Facilities Use Policy and qualify as part of the ASA.

Those organizations qualifying as part of the ASA for the 2026 - 2027 year are:

Association Name	Primary Park Assignment
Alvin Girls Softball Association (AGSA)	Pearson Park
Alvin Little League Baseball (ALLB)	Lions Park
Alvin Youth Soccer Club (AYSC)	Briscoe Park Soccer Fields
Ballerz Baseball	Morgan Park
Southside Water Polo	Rec Center Pool
Spartans Football	Briscoe Park Football Fields
Spartans Rugby	Briscoe Park Football Fields
Swarm Baseball	No location determined
Texas Blue Chips	Morgan Park



AGENDA COMMENTARY

Meeting Date: 9/17/2026

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 26-R-37, adopting the revised 2026 Alvin Senior Center Rules and Regulations; establishing an effective date; and setting forth other matters related thereto.

Type of Item: Resolution

Summary: The Alvin Senior Center Rules and Regulations is a document which identifies the mission, participant eligibility, management, reservations, and overall operational guidelines related to the Alvin Senior Center. At the regular meeting of the Senior Citizen Board on August 10, 2026, the Board reviewed and unanimously recommended the revisions to the current Senior Center Rules and Regulations, originally adopted by Resolution 22-R-14 on June 16, 2022.

Proposed Changes	Reason
Change the language to "No equipment may be removed from the Senior Center without prior written authorization from the Director of the Parks and Recreation Department. This applies to all Senior Center equipment including, but not limited to, cordless microphone, lectern, fitness equipment, televisions and audiovisual equipment."	Remove the abbreviated version of television "TV" and remove VCR.
Remove language "Please no parking at Jodie's Hair Salon"	Additional parking is already offered in Stanton's parking lot, and Jodie's Hair Salon is no longer in business
Change language to include website "secure.rrec1.com/TX/alvin-tx/catalog"	Online reservations are offered
Change language to "Rental reservations may not be made more than six (6) months in advance"	Reduce the time from twelve (12) months to six (6) months, allowing more flexibility for making advanced reservations
Change language to "Payment for rental period shall be paid in full in person or online seven (7) business days prior to rental date. Payment made within seven (7) business days of rental date, excluding holidays, must be in cash or	Increase the minimum time from two (2) business days to seven (7) business days to ensure reservations are paid in full in ample time

credit card.	
Remove "Daytimers, Monsanto/Solutia Retiree Club, Mustang Club"	These groups no longer hold meetings at the Senior Center
Eliminate 501c3 non-profit designation	Allow for more variations of non-profit designations
Change language to "Seniors in need of assistance to participate shall bring an attendant or caregiver"	Pre-planning for the participant will help ensure a relaxing, fun and safe experience

Staff recommends approval of Resolution 26-R-37

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

Supporting documents attached:

1. Res 26-R-37; Senior Center Rules and Regulations
 2. Exhibit A; Senior Center Rules & Regulations; redlined
-

Recommendation: Move to approve Resolution 26-R-37, adopting the revised 2026 Alvin Senior Center Rules and Regulations; establishing an effective date; and setting forth other matters related thereto.

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

Reviewed by Chief Financial Officer, if applicable: ☐
 Reviewed by City Manager, if applicable: ☒

RESOLUTION 26-R-37

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE 2026 ALVIN SENIOR CENTER – RULES AND REGULATIONS; AND SETTING FORTH OTHER MATTERS RELATED THERETO.

WHEREAS, the Alvin Senior Center is a public facility owned by the City of Alvin where Seniors in the Alvin area can meet for social, recreational, educational, and fitness opportunities; and

WHEREAS, the Alvin Senior Center is available for other community-related activities and programs for which rules and regulations are needed to govern the rental of this facility; and

WHEREAS, the City Charter provides that the rules and regulations established by the City Council may be changed from time to time to meet the needs of the Senior Citizen Center; and

WHEREAS, the Alvin Senior Center – 2026 Rules and Regulations, attached hereto as Exhibit “A,” and incorporated herein by reference, upon review and consideration by the City Council, deem it in the public interest to authorize this action, **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. That the 2026 Alvin Senior Center – Rules and Regulations attached hereto as Exhibit “A” are hereby adopted.

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 17th day of September 2026.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

ALVIN SENIOR CENTER

2026 ~~2022~~ RULES AND REGULATIONS



PARKS AND RECREATION DEPARTMENT

Exhibit A to Resolution 26-R-37

ALVIN SENIOR CENTER



MISSION STATEMENT

The Alvin Senior Center is a community gathering place where adults age 50+ in the Alvin area can meet for social, recreational, educational and fitness opportunities. The Alvin Senior Center is also offered for rental space to Alvin community members.

ELIGIBILITY FOR SENIOR CITIZEN PROGRAMS

The Alvin Senior Center programs are designed for adults aged 50 years and older, living in the Alvin area, who are independent and can care for their own personal needs. In the event a participant needs a caregiver or attendant dedicated to their needs, that caregiver or attendant shall be allowed to accompany the participant at the sole expense and responsibility of the participant. The attendant shall be considered a separate participant. The spouse of a participant not meeting the age qualification of 50 years of age or older shall be allowed to accompany his/her spouse to any/all programs he/she has registered as a separate participant subject to any/all applicable fees/charges.

A meal program is administered by Actions, Inc. an independent agency established to plan and coordinate services for older adults. To participate in any Actions program, persons must meet the guidelines set forth by Actions, Inc. Transportation to and from the Center is provided through Actions. Further information regarding the Actions program is available from the site director during Actions operational times, or by calling (281) 585-4677.

OWNERSHIP AND MANAGEMENT OF CENTER

The Alvin Senior Center is a public building owned by the City of Alvin. Management of the Center is supervised by the City of Alvin Parks & Recreation Department. A site manager provides daily management of the facility.

OTHER FUNCTIONS AND USES

The Senior Center may be used by other individuals and groups according to the rules and regulations for operation, use, and rental of Alvin Senior Center which have been approved by the City Council.

Rental Rules

- _____ 1. Animals Prohibited – No animals are permitted in or around the Senior Center except service animals or approved by the Senior Center Manager.
- _____ 2. No Smoking or Alcoholic Beverages – No alcoholic beverages are permitted in or around the Senior Center. Smoking is prohibited inside the facility by City Ordinance.
- _____ 3. Equipment – ~~The TV, VCR, or any other equipment shall not be removed from the Senior Center unless expressed written authorization by the Director of Parks and Recreation. No equipment may be removed from the Senior Center without prior written authorization from the Director of the Parks and Recreation Department. This applies to all Senior Center equipment including, but not limited to, cordless microphone, lectern, fitness equipment, televisions and audiovisual equipment.~~
- _____ 4. Decorations – Decorations may not be displayed in a manner that would damage, puncture, or leave residue upon removal. (ex. thumbtacks, tape, staples, etc.).
- _____ 5. Open Flames – The use of open flames and flammable material is not allowed inside the Senior Center. These include but are not limited to, torches, incense burners, charcoal grills and candle center pieces. Exceptions may be granted for the use of small flame producing devices such as candles on cakes and in ceremonies, and sterno-type materials used to maintain food temperature.
- _____ 6. Thermostat Controls – The user shall not attempt to adjust the thermostat controls. Users of the Center may be held liable for any damage caused from tampering with these instruments.
- _____ 7. Personal Losses and Damages – The City of Alvin is not responsible for lost, damaged or misplaced property placed in or on its facilities or grounds. Furthermore, the City of Alvin is released and discharged from any and all liability for loss injury, or damage to persons or property that may be sustained arising out of the use or occupancy of the Senior Center and its grounds.
- _____ 8. Parking – Parking is available at the Senior Center in designated areas only. Additional parking is located across the street at the Stanton's overflow lot. ~~Please do not park at Jodie's Hair Salon.~~
- _____ 9. Clean-Up – Failure to properly clean the reserved area will result in a forfeiture of the room rental deposit (if applicable) and/or subject to actual clean and repair costs.

A. All spillages will be properly cleaned.

- B. All floors including restrooms and kitchen must be swept and high-traffic areas mopped.
- C. The kitchen, if used, must be thoroughly cleaned, including floors, walls, appliances, sinks and counters.
- D. All trash and debris must be removed from the building and parking lot and placed in the onsite dumpster provided in the rear of the building or removed from the premises.
- E. All tables and chairs must be returned to their original location.

- _____ 10. Damages to Center – The renter is responsible for any damages caused during their rental times. To the extent the deposit is insufficient to pay for all the damages the renter shall be liable for the difference.
- _____ 11. On Site Representative – The renter or his/her designated representative, is required to be present at the Alvin Senior Center and must be available to City personnel during the entire course of the rental period.
- _____ 12. Facility Monitor and Access – A City representative will be on duty to open the Center. This individual will also secure the Center upon the conclusion of the rental. The renter and City representative are responsible to check the reserved area before and after the rental period for damage and cleanliness.
- _____ 13. Advertising – The use of the Alvin Senior Center by an individual or group does not constitute endorsement of that individual, group, vendor, agency, philosophy, opinion or product by the Center or the City of Alvin. No advertisement or announcement implying endorsement will be permitted. All promotional or advertising copy that includes the Alvin Senior Center name must be approved prior to release by the Manager of the Center or a designated representative.
- _____ 14. Abuse of Operational Rules – Any person who abuses the operational rules or any other laws or policies applicable to the Center may be required to vacate the Center and may be barred from further use of the Center.
- _____ 15. Contacts – For building concerns or questions contact on-call personnel. In the event of an emergency dial 911. For police non-emergency call 281-388-4370.
- _____ 16. Marquee Use – The marquee use shall be at the discretion of the Department Director with the primary use for advertisement related to senior center programs, trips and related information

1. Reservation Requirements

- A. Reservations may be made by contacting the City of Alvin Senior Center, 309 West Sealy, Alvin, Texas 77511, ~~or~~ by calling or 281-388-4298 or online at secure.rec1.com/TX/alvin-tx/catalog-
- B. Senior activities and programs will have priority use of the Center. All other reservations will be taken on a first-come, first-serve basis.
- C. Rental reservations may not be made more than ~~twelve (12)~~ six (6) months in advance.
- D. Groups or individuals may not reserve a rental space on a standing, weekly basis for more than six months. This will allow the renter time to locate a permanent meeting place. Future rental periods and/or extension of rentals will be evaluated by the Manager of the Alvin Senior Center.
- E. Reservations shall be made by an adult (18 or older) having a minimum of three (3) hours which includes setup and cleanup by renter.
- F. Senior Center order of priority usage:
- Senior Center activities and programs.
 - Programs conducted and/or sponsored by the city.
 - Senior Group meetings/events.
 - Room rentals and reservations.
2. Right of Entry: The City may enter upon the Senior Center at any time for any purpose necessary, incidental to or connected with any other program's use of the Senior Center or in the exercise of the City's governmental functions. Any such re-entry shall not constitute a trespass or create a cause of action for damages against the City.
3. Cancellations – All cancellations of rentals must be requested in writing to the Senior Center Manager or Center staff. The following refund schedule will apply:
- Two week or more notice: Full refund less a \$25 refund processing fee.
 - Less than two-week notice: \$75.00 Cancellation Fee, \$25.00 Refund Processing Fee
4. Fees - The rental fees for the Alvin Senior Center can be found in Chapter 28 of the Comprehensive Fee Ordinance. The hourly rental fees will be calculated by the half hour and hour only.
- Deposit is required at the time of reservation.
 - Payment for rental period shall be paid in full in person or online ~~two (2)~~ business days prior to rental date seven (7) business days prior to rental date-
 - Payment made within ~~two (2)~~ seven (7) business days of rental date, excluding holidays, must be made in cash or credit card.
5. Senior Groups

A. Definition

A Senior group is defined by the Alvin Senior Center staff as an organization having at least ninety (90%) percent of its membership fifty (50) years of age or older with its mission or common purpose benefitting community members fifty (50) years of age or older in the Alvin area.

B. Determining Senior Center Use

Use of the Alvin Senior Center facilities shall be determined by “historical precedent” (Grandfather Clause). “Historical Precedent”, for the purpose of this document, is defined to mean “that particular senior group which has been first to establish a continued use of the Alvin Senior Center.”

These groups include: Alvin Area Retired Teachers

Alvin Museum Society

[Daytimers](#)

[Gulf Coast Alvin Quilters Guild](#)

Lone Star Daylily Society

~~[Monsanto/Solutia Retiree Club](#)~~

~~[Mustang Club](#)~~

Purple Cats Chapter Red Hat Society

South Park Senior Adults

C. Benefits

(1) One (1) meeting/event per month at no cost within any room or combination of rooms within the Senior Center, includes access to audio / visual equipment

(2) A separate second meeting/event is permissible at no cost providing it meets the following conditions:

- Open to the public with no membership requirements
- Provide a service or benefit to the Alvin area adults aged 50 or older
- Does not conflict with scheduled Senior Center activities

If more than two (2) meetings/events are scheduled by a senior group during a calendar month, the senior group shall pay the applicable fees for the third or succeeding meeting/event.

(3) On Site Storage

- Items used by organizations on a regular basis may be stored at the Senior Center when and where space is available. Seasonal decorations used annually should be stored elsewhere.
- Food items shall be canned or securely packaged. Opened packages of food or condiments shall be removed immediately.
- No flammable items shall be stored. Flammable items include, but are not limited to; spray cans, hand sanitizer, acetone, WD40, matches, lighters, and candles.

- All storage spaces should be cleaned out annually, overseen by Senior Center Staff.
- The City of Alvin and the Alvin Senior Center are not responsible for loss or theft of items stored at the Center.
- No right of privacy.
- Senior Center Staff reserves the right to change/modify storage availability.

D. Expectations

- (1) Follow the Senior Center Rules and Regulations.
- (2) Notify Staff of Changes in contact information and change in reservation schedule
- (3) Comply with start and end times outlined in Senior Group Application.

6. Non-profit Organizations - A qualified, non-profit shall be defined as a group or organization in possession of an active ~~501c3~~ with proof of non-profit status. The deposit for a non-profit organization will be waived. An hourly rental fee of \$55 will be charged.
7. Governmental Entities – Rental fees will not be charged to local or other governmental entities desiring to use the Alvin Senior Center if the request is made on official stationery of the governmental entity, and the Alvin Senior Center will be used for a governmental purpose.
8. Meeting Room Facilities and Capacities:
 - A. West side assembly room rental includes the room, bathrooms, and kitchen facilities and has a maximum capacity of 229 persons.
 - B. East side assembly room rental includes the room space, bathrooms, kitchen facilities and has a maximum capacity of 80 persons.
 - C. Exercise Room includes the room space. This room may only be used in conjunction with an existing rental/reservation of the east side room and has a maximum capacity of 150 persons.
 - D. Craft room and/or Board room includes the room, bathrooms, and has a maximum capacity of 25 persons per room. No kitchen facilities are provided.

9. Available Rental Times

West Side Assembly Room

Monday – Friday

7:30 AM – 10:30 PM

Saturday - Sunday

7:30 AM – 10:30 PM

East Side – Assembly Room

Monday – Friday
Saturday – Sunday

7:30 AM – 10:30 PM
7:30 AM – 10:30 PM

Craft Room and/or Board Room

Monday – Friday
Saturday – Sunday

7:30 AM – 10:30 PM
7:30 AM – 10:30 PM

10. Youth Group Restrictions – It is recommended groups composed of youth 17 years of age and younger must have one (1) adult 18 years of age or older present at all times for each ten (10) youths in attendance.
11. Indemnification - The renter/group is responsible for the acts or omissions of the renter's/group's invitees, licensees, relatives, friends and their invitees or licensees. The renter/group agrees to indemnify and hold harmless the City of Alvin, its officers, agents and employees from any and all actions, claims, costs, damages, injuries, and expenses, including but not limited to attorney's fees and court costs, arising out of the use of the Senior Center by the renter. Furthermore, such indemnification shall apply with respect to all acts or omissions of the renter/group, the renter's/group's invitees, licensees, relatives, friends, and their respective invitees, licensees, relatives, friends, and their respective invitees or licensees associated with rental use of the Alvin Senior Center.

Code of Conduct Policy

Purpose

The Alvin Senior Center provides a safe, friendly, and welcoming environment for seniors to participate in activities, enjoy fellowship and engage in lifelong learning opportunities. For the safety and benefit of all participants, the following Code of Conduct Policy shall be observed.

Policy

Participants in Alvin Senior Center Activities shall:

- (1) Treat other participants and staff respectfully and courteously.
- (2) Treat others in the same manner you would like to be treated.

Behavior that constitutes violation of this Policy includes, but is not limited to:

- (1) Loud, disruptive, obscene, hateful, insulting or abusive language.
- (2) Making threats or demonstrating threatening behavior, verbally or in writing, to participants or staff.
- (3) Violation of smoking ordinances.
- (4) Defacing or destroying any City property.

- (5) Activities that negatively affect the health or safety of others.
- (6) Harassing or intimidation of participants or staff with words, gestures, body language, or any menacing behavior.
- (7) Physical altercations with participants or staff.
- (8) Removal of another participant's or City property without permission.
- (9) Participating in activities while under the adverse influence of alcohol or drugs.
- (10) Committing or attempting to commit any activity that would constitute a violation of any federal, state, or local criminal statute or ordinance.
- (11) Exhibiting illness, poor personal hygiene, and/or related conditions that may compromise the health or safety of others.
- (12) Clothing containing offensive language, inappropriate length or fit of clothing that shows undergarments or that is excessively revealing, including footwear.
- (13) Other behavior that is deemed inappropriate by the Senior Center Manager or their designee.

Consequences of Policy Violation

Violation(s) of this policy may result in the suspension of participant(s) from Senior Center activities.

The Senior Center Manager is responsible for ensuring that this policy is maintained. Any questions or comments concerning this policy should contact the Director of Parks and Recreation.

Also, please note: The Alvin Senior Center programs are for senior citizens who are independent and can care for their own personal needs. Seniors ~~are welcome to bring an attendant or care giver with them in order to enjoy our services and programs~~ in need of assistance to participate shall bring an attendant or care giver.

EXHIBIT B

RENTAL OF WEST SIDE ASSEMBLY ROOM WITH KITCHEN: (OCCUPANCY 229)

Refundable Deposit – Clean-up/Damage Deposit	\$100.00
Assembly Room (Business Hours)	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	\$80.00
Nonresident/Nonresident Group	\$90.00
Assembly Room (After Business Hours)	
Resident/Resident Group	\$90.00
Nonresident/Nonresident Group	\$100.00

RENTAL OF EAST SIDE ASSEMBLY ROOM WITH KITCHEN: (OCCUPANCY 80)

Refundable Deposit – Clean-up/Damage Deposit	\$100.00
Assembly Room (Business Hours)	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	\$60.00
Nonresident/Nonresident Group	\$70.00
Assembly Room (After Business Hours)	
Resident/Resident Group	\$70.00
Nonresident/Nonresident Group	\$80.00

RENTAL EAST AND WEST SIDES ASSEMBLY ROOMS (OCCUPANCY 309)

Refundable Deposit – Clean-up/Damage Deposit	\$150.00
Assembly Rooms (Business Hours)	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	\$100.00
Nonresident/Nonresident Group	\$105.00
Assembly Rooms (After Business Hours)	
Resident/Resident Group	\$110.00
Nonresident/Nonresident Group	\$115.00

RENTAL OF CRAFT ROOM OR BOARD ROOM (OCCUPANCY 25)

(These rooms are available only for rental by adult organizations Mon.-Fri)

Refundable Deposit – Clean-up/Damage Deposit	\$100.00
	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	\$45.00
Nonresident/Nonresident Group	\$55.00

RENTAL FOR NON-PROFIT ORGANIZATION

Refundable Deposit – Clean-up/Damage Deposit	Deposit is waived
	<u>Per/Hr. 3 Hour Min</u>
Resident/Resident Group	\$55.00

RENTAL OF AUDIO / VISUAL EQUIPMENT (1X charge) \$50.00

CANCELTION FEE (Within two weeks of rental date) \$75.00

REFUND PROCESSING FEE \$25.00



AGENDA COMMENTARY

Meeting Date: 9/17/2026

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Discuss the use of Flock cameras in the City of Alvin.

Type of Item: Discussion & Direction

Summary: At the September 3, 2026 City Council meeting, Council member Scott Salter asked for this item to be placed on the agenda for discussion.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed:

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. FLOCK Agreement; 2024

Recommendation:

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

Flock Safety + TX - Alvin PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Ashley Boswell
ashley.boswell@flocksafety.com
(470) 568-4827



EXHIBIT A
ORDER FORM

Customer: TX - Alvin PD
Legal Entity Name: TX - Alvin PD
Accounts Payable Email: tarendell@apd.cityofalvin.com
Address: 302 W House St Alvin, Texas 77511

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$65,000.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	26	Included

Subtotal Year 1: \$65,000.00
Annual Recurring Subtotal: \$65,000.00
Discounts: \$65,000.00
Estimated Tax: \$0.00
Contract Total: \$325,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

Effective Date of the Contract. Term of this Agreement, which shall be 1/31/2024 - 4/30/2029. Term dates include a one-time 3 month extension as agreed upon by both parties.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$65,000.00
Annual Recurring after Year 1	\$65,000.00
Contract Total	\$325,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$65,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Alvin PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____