

City of Alvin, Texas

Paul Horn, Mayor

Martin Vela, Mayor Pro-tem, District A
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY, JANUARY 6, 2022

7:00 P.M.

(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, JANUARY 6, 2022**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Proclamation – “Floyd Mendoza Day”, Armed Services Mural artist.

4. PUBLIC HEARING

A. Public Hearing to receive comment on the proposed petition for annexation of 193.55 acres, more or less, parcel of land in Brazoria County, Texas located along SH288 and FM1462 as described: **TRACT 1** - Being 72.22 acres of land in the H.T. & B. Railroad Company Survey, Section No. 9, Abstract No. 238 and the Charles M. Hayes Survey (H.T.&B. Railroad Company Survey, Section No. 8), Abstract No. 534, Brazoria County, Texas. **TRACT 2** - Being 60.32 acres of land out of Lots 6 and 7 of the Bogart and Taylor subdivision of the west 1/2 of the W.D.C. Hall League, Abstract 69 according to the plat recorded in Volume 1, Page 64 of the Map Records of Brazoria County (B.C.M.R.), Texas. **TRACT 3** - Being 61.01 acres of land out of Lots 8 and 9 of the Bogart and Taylor subdivision of the west 1/2 of the W.D.C. Hall League, Abstract 69 according to the plat recorded in Volume 1, Page 64 of the Map Records of Brazoria County, Texas (B.C.M.R.) – 1st of 2 public hearings.

5. PUBLIC COMMENT

6. CONSENT AGENDA

A. Consider approval of the December 16, 2021, City Council meeting minutes.

B. Consider a final plat of Caldwell Ranch Boulevard Phase III Street Dedication (located along the east side of FM 521 and north of Juliff-Manvel Road), a subdivision of 50.534 acres of

land situated in the William Hall League, abstract 31, Fort Bend County, Texas and abstract 713 in Brazoria County, Texas. Also, being a partial replat of lots 1 & 2 of the T.W. & J.W.B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

7. OTHER BUSINESS

- A. Consider an award of bid to W. W. Payton Corporation, for the Water Plant No. 6 Ground Storage Tank Replacement Project (remaining work) in an amount not to exceed \$415,635; and authorize the City Manager to sign the contract upon legal review.
- B. Consider an Agreement with Integrated Architecture & Design (iAD Architects) to provide professional design services and deliver complete construction documents for renovation of the Recreation Station (former Fire Station #1) located at 302 W. House Street in an amount not to exceed \$108,410.50; and authorize the City Manager to sign the Agreement upon legal review.
- C. Discuss and consider traffic control alternatives at the intersection of Sealy Street and Hood Street.
- D. Consider an appointment to the Senior Citizens Board.
- 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.

8. REPORTS FROM CITY MANAGER

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

9. 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.

10. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY, JANUARY 3, 2022, at 4:30 P.M.**




Dixie Roberts, City Secretary

Removal Date: _____

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

Office of the Mayor, City of Alvin, Texas



Proclamation

WHEREAS, the emerging young artist Floyd Mendoza from the Houston area donated his time and talents to the Alvin Community in painting a mural honoring all the branches of the Armed Services; and

WHEREAS, the mural titled “We May Not Know Them All, But We Owe Them All”, features uniformed members of each branch of the military, saluting with the American flag waving in the background; and

WHEREAS, this mural is located in the 100 block of North Gordon Street, City of Alvin, Brazoria County, Texas; and

WHEREAS, The Alvin Sunrise Rotary, Alvin businessmen Joe Schneider, Terry Droege, and Robert Vasquez generously donated materials and equipment to aide in completion of this enduring tribute to the men and women of the United States Armed Services.

NOW, THEREFORE, I, Mayor Paul A. Horn, as Mayor of the City of Alvin, Texas, and on behalf of the City Council and Citizens do hereby express appreciation for the efforts of artist Floyd Mendoza.

WITNESS my hand and seal this
6th day of January 2022

Paul A. Horn, Mayor



AGENDA COMMENTARY

Meeting Date: 1/6/2022

Department: Legal

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Public hearing to receive comment on the proposed annexation of 193.55 acres, more or less, parcel of land located along State Highway 288 and FM 1462, in Brazoria County, Texas – first public hearing.

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☒ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: This is the first of two required public hearings for this annexation requested by the Cardon Group. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the city along State Highway 288 and FM 1462.

This public hearing is a time for public comment on said annexation. The next public hearing is scheduled for a special meeting on Tuesday, January 11, 2022. Notices have been published in *The Alvin Sun*, and on the City's website. Final reading of the annexation ordinance will be at the City Council meeting scheduled for February 3, 2022.

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:** 12/9/2021 SLH

Supporting documents attached:

- Resolution 21-R-33 with exhibits
- Request & Petition to Annex to the City Council of the City of Alvin For Annexation of Property
- Amended Annexation Schedule

Recommendation: Announce that the next public hearing is scheduled at a special meeting on Tuesday, January 11, 2022, at 7:00 p.m.

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

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

RESOLUTION NO. 21-R-33

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 193.55 ACRES, MORE OR LESS, PARCEL OF LAND LOCATED ALONG STATE HIGHWAY 288 AND FM 1462, IN BRAZORIA COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE THAT INCLUDES PUBLIC HEARINGS ON JANUARY 6, 2022, AND JANUARY 13, 2022; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the Cardon Group, LLC, the Property Manager for the owners of certain property located within Brazoria County, Texas (the “Petitioner”), has petitioned the City of Alvin, Texas (herein the “City”), a home-rule City, for annexation of said property, more particularly described herein (the “subject property”), into the City limits;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of such petition for annexation, the City Council finds that the property is exempt from the City’s annexation plan pursuant to §43.052 (h)(2) of the Local Government Code; and

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

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 petition for annexation of all portions of the following property not previously annexed into the City, and the draft services plan shown in Exhibit “B,” submitted by Petitioner, are hereby accepted:

TRACT 1

Being 72.22 acres of land in the H.T. & B. Railroad Company Survey, Section No. 9, Abstract No. 238 and the Charles M. Hayes Survey (H.T.&B. Railroad Company Survey, Section No. 8), Abstract No. 534, Brazoria County, Texas.

TRACT 2

Being 60.32 acres of land out of Lots 6 and 7 of the Bogart and Taylor subdivision of the west 1/2 of the W.D.C. Hall League, Abstract 69 according to the plat recorded in Volume 1, Page 64 of the Map Records of Brazoria County (B.C.M.R.), Texas.

TRACT 3

Being 61.01 acres of land out of Lots 8 and 9 of the Bogart and Taylor subdivision of the west 1/2 of the W.D.C. Hall League, Abstract 69 according to the plat recorded in Volume 1, Page 64 of the Map Records of Brazoria County, Texas (B.C.M.R).

Said tracts being more particularly shown and described in the Exhibit "A," attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of January 6, 2022, and January 13, 2022. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

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

Section 4. 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.

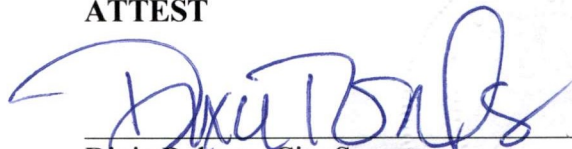
PASSED AND APPROVED this the 2nd day of December 2021.

THE CITY OF ALVIN, TEXAS



Paul A. Horn, Mayor

ATTEST



Dixie Roberts, City Secretary

Exhibit “A”

PROPERTY DESCRIPTION

TRACT 1

Being 72.22 acres of land in the H.T. & B. Railroad Company Survey, Section No. 9, Abstract No. 238 and the Charles M. Hayes Survey (H.T.&B. Railroad Company Survey, Section No. 8), Abstract No. 534, Brazoria County, Texas.

TRACT 2

Being 60.32 acres of land out of Lots 6 and 7 of the Bogart and Taylor subdivision of the west 1/2 of the W.D.C. Hall League, Abstract 69 according to the plat recorded in Volume 1, Page 64 of the Map Records of Brazoria County (B.C.M.R.), Texas.

TRACT 3

Being 61.01 acres of land out of Lots 8 and 9 of the Bogart and Taylor subdivision of the west 1/2 of the W.D.C. Hall League, Abstract 69 according to the plat recorded in Volume 1, Page 64 of the Map Records of Brazoria County, Texas (B.C.M.R.).

Exhibit “B”

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF ALVIN**

WHEREAS, the City of Alvin, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, Section 43.056 of the Local Government Code requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits, and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by Chapter 43 of the Texas Local Government Code to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by agreement between the City and the ESD present personnel and equipment of the ESD fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present contract personnel and equipment of the ESD and the volunteer fire department.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the regulatory jurisdiction of the City shall be extended to include the annexed area, and all property therein shall be subject to the City's police power regulations as set forth in state law and duly adopted ordinances.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service.

B. Wastewater service and maintenance of wastewater service as follows:

- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- (ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subject property, or applicable portions thereof, by the utility holding a wastewater CCN for the subject property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject property, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service.

C. Maintenance of streets and rights-of-way as appropriate as follows:

- (i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

- (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

- (B) Routine maintenance as presently performed by the City.

- (ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

- (A) As provided in C(i)(A)&(B) above;

- (B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

PETITION FOR VOLUNTARY ANNEXATION

TO: THE MAYOR AND GOVERNING BODY OF THE CITY OF ALVIN, BRAZORIA COUNTY, TEXAS:

The undersigned owners of the hereinafter described 193.55 acre tract of land ("Tract"), which is vacant and without residents, hereby petition your honorable body to extend the present municipal limits so as to include and annex as a part of the City of Alvin, Brazoria County, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. I certify that this Petition is signed and acknowledged by each and every corporation and person owning said land or having an interest in any part thereof.

OWNERS:

TEXAS REUNION LLLP, an Arizona limited liability limited partnership

BOA SORTE LIMITED PARTNERSHIP, an Arizona limited partnership

LEO R. BEUS

ANNETTE BEUS

CARDON, LLC, an Arizona limited liability company

LEO R. BEUS 401(K) PROFIT SHARING PLAN

SPG - WHEATLEY, LLLP, an Arizona limited liability limited partnership

RIO CLARO, INC., an Arizona corporation

SPG - SWABACK, LLLP, an Arizona limited liability limited partnership

CHARLESVIEW, LLC, an Arizona limited liability company

CLOVERLAND INVESTORS, LLLP, an Arizona limited liability limited partnership

WINNIPESAUKEE PARTNERS, LLLP, an Arizona limited liability limited partnership

CSP – STRATFORD I, LLLP, an Arizona limited liability limited partnership

GERALD TIM GOODMAN

DEBORAH L. GOODMAN

AMSTERDAM INVESTMENTS, LLLP, an Arizona limited liability limited partnership

CSP – KDL, LLLP, an Arizona limited liability limited partnership

ARIZONA LEMONADE SPRINGS, LLLP, an Arizona limited liability limited partnership

AEDITUS, LLC, an Arizona limited liability company

KLW INVESTMENTS, LLLP, an Arizona limited liability limited partnership

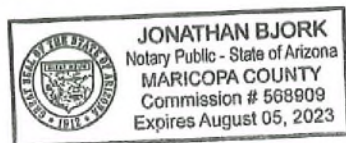
C4B, LLLP, an Arizona limited liability limited partnership

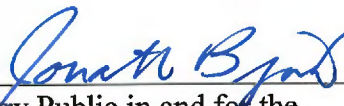
By: **THE CARDON GROUP, L.L.C.**, an Arizona limited liability company, the Property Manager for the Owners

By: 
Patrick Cardon, Manager

THE STATE OF Arizona §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me on this 14th day of October, 2021, by Patrick Cardon, Manager of THE CARDON GROUP, L.L.C., an Arizona limited liability company, the Property Manager for the Owners.




Notary Public in and for the
State of Arizona

(SEAL)

The undersigned, being a lienholder on all or a portion of the property described in the foregoing Petition consents to the voluntary annexation of land which is more particularly described in said Petition, and to the filing of said Petition with the City of Alvin, Texas.

"LIENHOLDER"

BOA SORTE LIMITED PARTNERSHIP, an
Arizona limited partnership

By: Boa Sorte, LLC, an Arizona limited liability
company, its general partner

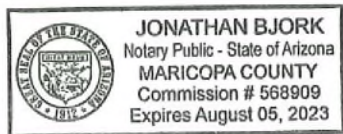
By: 
Patrick R. Cardon, Manager

THE STATE OF Arizona §
§
COUNTY OF Maricopa §

This instrument was acknowledged before me on this 14th day of October, 2021,
by Patrick R. Cardon, Manager of BOA SORTE, LLC, an Arizona limited liability company,
general partner of BOA SORTE LIMITED PARTNERSHIP, an Arizona limited partnership, on
behalf of said entities.


Notary Public in and for the
State of Arizona

(SEAL)

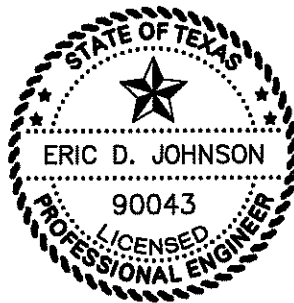


CITY OF ALVIN ANNEXATION

193.55 ACRES

IN THE
W.D.C. HALL LEAGUE, A-69 AND
CHARLES HAYES SURVEY, SECTION NO. 8, A-534
BRAZORIA COUNTY, TEXAS

TRACT 1	72.22 ACRES
TRACT 2	60.32 ACRES
TRACT 3	61.01 ACRES



A handwritten signature in black ink that reads "Eric D. Johnson".

09/30/2021

TRACT 1

Being 72.22 acres of land in the H.T. & B. Railroad Company Survey, Section No. 9, Abstract No. 238 and the Charles M. Hayes Survey (H.T.&B. Railroad Company Survey, Section No. 8), Abstract No. 534, Brazoria County, Texas, as described below:

BEGINNING at a concrete monument found in the westerly right-of-way line of State Highway No. 288 (SH288) (width varies) and being the northeast corner of a called 74.33 acre tract (Tract I, Brazoria County Clerk File No. 03-064681);

THENCE southeasterly, along the westerly right-of-way of SH288, South 5 degrees 49 minutes 2 seconds East, a distance of 1947.71 feet to a concrete monument found for corner;

THENCE southeasterly along the westerly right-of-way of SH288 and a curve to the right, having a radius of 11249.16, a delta angle of 2 degrees 17 minutes 57 seconds, and whose long chord bears South 4 degrees 40 minutes 4 seconds East, a distance of 451.38 feet to a point for corner;

THENCE southeasterly, along the westerly right-of-way of SH288, South 3 degrees 31 minutes 5 seconds East, a distance of 120.12 feet, to a point for the southeast corner of herein described tract;

THENCE South 87 degrees 24 minutes 20 seconds West, a distance of 1317.29 feet, to a point for the southwest corner of herein described tract;

THENCE North 2 degrees 28 minutes 16 seconds West, a distance of 1603.38 feet, to a point for corner;

THENCE North 5 degrees 29 minutes 27 seconds West, a distance of 263.30 feet, to a point for corner;

THENCE North 0 degrees 46 minutes 11 seconds East, a distance of 550.12 feet, to a point for corner;

THENCE North 33 degrees 26 minutes 58 seconds East, a distance of 99.38 feet, to a point for corner;

THENCE North 86 degrees 22 minutes 28 seconds East, a distance of 1108.80 feet, to the POINT OF BEGINNING and containing 72.22 acres of land, more or less.

TRACT 2

Being 60.32 acres of land out of Lots 6 and 7 of the Bogart and Taylor subdivision of the west ½ of the W.D.C. Hall League, Abstract 69 according to the plat recorded in Volume 1, Page 64 of the Map Records of Brazoria County (B.C.M.R.), Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found ½" iron rod with a cap in the northeast corner of Lot 7, said point being in the south lines of that called 74.33 acre tract described by deed recorded in BCCF No. 03-064681 (therein called "Tract 1") out of the CM Hays Survey, Section 8, A-534, with said point also being the northeast corner of this tract on the west right-of-way line of State Highway 288 and the point of beginning;

THENCE, S 03°00'50" E, along the west right-of-way line of State Highway 288, a distance of 2,622.00 feet to a set ½" iron rod with cap for the southeast corner of this tract on the north right-of-way line of Adams Road / County Road 841, a public road, presently unopened;

THENCE S 86°57'02" W, along the north right-of-way line of Adams Road, a distance of 1,000.00 feet for the southwest corner of this tract, said point also being located in the south lines of Lot 6;

THENCE N 03°00'50" W, a distance of 2,633.04 feet for the northwest corner of this tract, said point being in the said south lines of the 74.33 acre tract;

THENCE N 87°35'00" E, along the north line of Lots 6 and 7, same being the said south lines of 74.33 acre tract, a distance of 1,000.05 feet to the point of beginning and containing 60.32 acres of land, more or less, and being a part of the same property described in the deed "Tract B" as described in the Clerk's File No. 2008-037928 of Brazoria County, Texas, to which deed and the record thereof reference is here made for all appropriate purposes.

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY DECEMBER 16, 2021
7:00 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular at 7:00 P.M. in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela; Councilmembers: Gabe Adame, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Dan Kelinske, Parks and Recreation Director; Ron Schmitz, EMS Director/EM Coordinator; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Virgilio Davis, with First Methodist of Alvin, gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member Vela led the Pledge to the Texas Flag.

PRESENTATIONS

Departmental Presentation – Alvin Volunteer Fire Department.

Fire Chief, Rex Klesel presented the departmental update for the Alvin Volunteer Fire Department.

PUBLIC COMMENT

Mike Carter presented comments regarding desired quiet zones in Alvin.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the December 2, 2021, City Council Workshop meeting minutes.

Consider approval of the December 2, 2021, City Council Regular meeting minutes.

Accept resignation from Senior Citizens Board member, Beverly Kimbrough.

Consider the purchase of one new ambulance, replacing Unit #754, and purchase one chassis for remount, replacing Unit #830, out of the City's Vehicle Replacement Program, from Frazer, Ltd. through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed \$355,046.

Ambulance Unit#754 is a 2011 Ford Van with 87,000 miles that was originally purchased for non-emergency transports. It currently serves as a reserve ambulance due to its limited space and capability. Our intent is to replace it with a new full size modular ambulance.

Ambulance Unit#830 is a 2015 Ford F350 chassis with 243,000 miles. It is a modular unit which allows us to “remount” the current box onto a new chassis. This remount process provides for updates and refurbishing of our existing box and mounting on to a new chassis at much lower cost than an entire new Unit.

Both vehicles are budgeted in the vehicle replacement as approved in the FY21-22 budget. The budgeted amount for #754 is \$185,805 and #830 is \$178,408 for a total budget of \$364,213. Build times for the ambulances are approximately 8 to 10 months. Check will be made payable to Mac Haik Dodge.

Unit#754 – New Box/Chassis	\$201,155.00
Unit#830 – Remount Box/New Chassis	\$153,891.00
Grand Total	\$355,046.00

Consider an award of bid to Petroleum Traders, for the purchase of fuel for City vehicles and equipment for FY22, with the option to extend for one (1) year with the same terms and conditions; and authorize the City Manager to sign the Contract upon legal review.

Motor Vehicle & Equipment Fuel bid is used to supply the City of Alvin personnel fuel for City vehicles and equipment. In past years, Petroleum Traders has been awarded the City’s fuel bid and provided excellent service. Petroleum Traders fulfilled all requirements set forth in the contract, and all references have been checked and meet industry standards.

Pricing will be based on daily rack pricing of when the fuel is ordered and will be supplied to the City for plus or minus rack pricing for that day. How rack pricing works:

Oil Price Information Service (OPIS) “freezes” supplier prices and averages by rack at key time intervals throughout the day so buyers and sellers of fuel can index their purchases to an unbiased, third-party price frozen at a fixed point in time. The averages are stored in OPIS’s TimeSeries database so customers can easily settle disputes any time by retroactively looking up the frozen averages. These averages are in gross and net formats and appear daily in the various OPIS email, FTP, and WebRack reports. The benchmarks include lows, highs and averages for all suppliers as well as branded and unbranded lows, highs and averages

On November 16, 2021, bids were opened, and Petroleum Traders was the lowest bidder. Staff recommends awarding the FY22 fuel bid to Petroleum Traders. Upon Council approval, an award letter will be sent to the vendor and city departments.

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

OTHER BUSINESS

Consider Ordinance 21-X, granting consent to the creation of Brazoria County Municipal Utility District Number 89; containing various provisions related to the foregoing subject; and making certain findings related thereto.

On November 1, 2021, the City received a Petition for Consent to the Creation of a Municipal Utility District from Ann Burkhart Danz, as Trustee of the Charles W. Burkhart Sr. Trust, for 205.990 acres of land, more or less, all of which is located within the extraterritorial jurisdiction of the City of Alvin, Texas.

The Developer proposes to develop this land for single family residential and claims that there is not now available within the area an adequate waterworks system, sanitary sewer system, or drainage and storm sewer system. Petitioner states that a public necessity exists for the creation of the District to provide for such systems to promote the purity and sanitary condition of the State’s waters and the public health and welfare of the community. The landowner has consented to conditions, which are attached to the Ordinance as Exhibit B. These conditions will ensure the approval by the City of all plans and specifications for the construction of certain water, sewer and drainage infrastructure facilities, the sale of bonds, and the coordination and allocation of projects.

Suzanne Hanneman, City Attorney, and Randy Hall from Cove Matrix Development both presented this item before Council with explanation.

Council member Starkey moved to approve Ordinance 21-X, granting consent to the creation of Brazoria County Municipal Utility District Number 89; containing various provisions related to the foregoing subject; and making certain findings related thereto. Seconded by Council member Adame; motion carried with all members present voting Aye.

Consider Resolution 21-R-35, establishing amending the second public hearing date for the annexation of 193.55 acres, more or less, parcel of land located along State Highway 288 and FM 1462, in Brazoria County, Texas, from Thursday, January 13, 2022, to Tuesday, January 11, 2022. *On December 2, 2021, Council accepted the petition for annexation of approximately 193.55 acres of land along State Highway 288 and FM 1462, and set public hearings for January 6, 2022, and January 13, 2022. However, Tuesday, January 11, 2022, is more convenient for scheduling purposes. Therefore, the special meeting will instead be called for Tuesday, January 11, 2022, for the second public hearing.*

Staff recommends approval of Resolution 21-R-35.

Suzanne Hanneman, City Attorney, presented this item before Council with explanation.

Council member Adame moved to approve Resolution 21-R-35, amending the second public hearing date for the annexation of 193.55 acres, more or less, parcel of land located State Highway 288 and FM 1462, in Brazoria County, Texas, from Thursday, January 13, 2022, to Tuesday, January 11, 2022. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider awarding a bid (RFP 21-01 Debris Monitoring, Recovery, and Other Related Services) to Tetra Tech, Inc., as the primary, and DebrisTech, LLC, as the secondary for debris monitoring services for response in an emergency event for a period of five (5) years, with an option to extend for one (1) additional five-year term; and authorize the City Manager to sign the Agreement upon legal review.

The current agreement for debris monitoring with True North Emergency Management was originally approved by City Council on May 19, 2011, utilizing the public bid process. The contract provided for an initial five (5) years with an option to renew, upon mutual consent, for an additional five (5) years. City Council approved the second and final five (5) years of the contract on July 7, 2016, which will expire on December 31, 2021. During the previous ten (10) years, True North was activated once in 2017 after Hurricane Harvey.

The decision to activate this contract during the five or ten-year duration is based on "Notice to Proceed" made by the City of Alvin to the monitoring company for the purpose of ensuring that the entire debris removal, hauling, and disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance program and the Texas Division of Emergency Management (TDEM) guidelines.

RFP-21-01 Debris Monitoring, Recovery, and Other Related Services opened on December 7, 2021, and was advertised on November 21, 2021, and November 28, 2021. A non-mandatory pre-proposal meeting was held on November 30, 2021, and changes related to bid numbering, Exhibit "B" Fee Schedule, and Proposal Requirements and Response Format within the original Request for Proposals (RFP) were posted as Addenda on December 1, 2021. No representatives from the proposals submitted attended the non-mandatory meeting.

The City received proposals by the deadline from DebrisTech, LLC, Tetra Tech, Inc., Disaster Program and Operations, Inc., and Rostan Solutions, LLC, were evaluated at length, using the criteria outlined in Section C on page 14 of the Request for Proposals (RFP). The evaluation team consisted of Brandon Moody, Director of Public

Services, Dan Kelinske, Parks & Recreation Director, Ron Schmitz, EMS Director/EMC, and Todd Arendell, Police Captain/Assistant EMC.

A secondary company is being recommended for an award of bid in the event the primary contractor is unavailable due to other contractual obligations stemming from the effects of a recent disaster.

Staff recommends awarding a five (5) year agreement with a renewal option for an additional five (5) years to Tetra Tech, Inc., as the primary, and DebrisTech, LLC, as the secondary for debris monitoring, recovery, and other related services.

Brandon Moody, Director of Public Services and Ron Schmitz EMS Director/EM Coordinator, both presented this item before Council with explanation.

Council member Adame moved to approve awarding RFP 21-01 Debris Monitoring, Recovery, and Other Related Services agreement to Tetra Tech, Inc., as the primary, and DebrisTech, LLC, as the secondary for debris monitoring services for response in an emergency event for a period of five (5) years, with an option to extend for one (1) additional five (5) year term; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider awarding a bid (RFP 21-02 Debris Removal Services) to CrowderGulf as the primary, and Ceres Environmental Services, Inc., as the secondary for debris removal services for response in an emergency event for a period of five (5) years, with an option to extend for one (1) additional five (5) year term; and authorize the City Manager to sign the Agreement, upon legal review.

The current agreement for debris removal with CrowderGulf was originally approved by City Council on May 19, 2011, utilizing the public bid process. The contract provided for an initial five (5) years with an option to renew, upon mutual consent, for an additional five (5) years. City Council approved the second and final five years of the contract on July 7, 2016, which will expire on December 31, 2021. During the previous ten years, CrowderGulf was activated once in 2017 after Hurricane Harvey.

The decision to activate this contract during the five or ten-year duration is based on “Notice to Proceed” made by the City of Alvin to the debris removal company in response to maintaining public health, safety, and well-being during the response to an emergency.

RFP-21-02 Debris Removal Services opened on December 7, 2021, and was advertised on November 21, 2021, and November 28, 2021. A non-mandatory pre-proposal meeting was held on November 30, 2021, and changes pertaining to Quantity Measurement and Performance Bond within the original Request for Proposals (RFP) were posted as Addenda on December 1, 2021. Representatives from Ceres, Crowder Gulf and Ashbritt, Inc attended the non-mandatory meeting.

The City received proposals by the deadline from Custom Tree Care, Inc., DRC Emergency Services, CrowderGulf, Ceres Environmental Services, Inc., and DJ Enterprises were evaluated at length, using the criteria outlined in Section C on page 40 of the Request for Proposals (RFP). The evaluation team consisted of Brandon Moody, Director of Public Services, Dan Kelinske, Parks & Recreation Director, Ron Schmitz, EMS Director/EMC, and Todd Arendell, Police Captain/Assistant EMC.

To determine the cost of services, staff used unit price of each category rather than total cost of estimated quantities. Staff felt this method identified the best cost/value ratio because of the varying degree in quantity and variety of debris during an actual activated response. In addition, items 6, 7 and 9 of the price proposals were not considered as part of the cost evaluation. These categories are direct costs to the City, driven primarily by the disposal site/landfill rather than the debris removal contractor.

A secondary company is being recommended for an award of bid in the event the primary contractor is unavailable due to other contractual obligations stemming from the effects of a recent disaster.

Staff recommends awarding a five (5) year contract with a renewal option for an additional five (5) years to CrowderGulf as the primary and Ceres as the secondary for debris removal services.

**this is separate and unrelated to the waste services contract with Texas Pride*

Brandon Moody, Director of Public Services and Ron Schmitz EMS Director/EM Coordinator, both presented this item before Council with explanation.

Council member Castro moved to awarding RFP 21-02 Debris Removal Services agreement to CrowderGulf as the primary, and Ceres Environmental Services, Inc. as the secondary for debris removal services in response to an emergency event for a period of five (5) years, with an option to extend for one (1) additional five (5) year term; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider Resolution 21-R-36, confirming and ratifying the appointment of the following members for a term of two (2) years to the Board of Directors for the City of Alvin Reinvestment Zone Number Two, and the Kendall Lakes TIRZ Redevelopment Authority Board for terms expiring December 31, 2021: Position #1 Lindsey Vaughn, Position #3 Alfred Froberg, Position #7 Ron Mercer, and Position #9 Ricky Kubeczka; and reappointing Ricky Kubeczka as the chair of the TIRZ and the Authority Board through December 31, 2022

The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2005 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability of using bond proceeds. The TIRZ Authority and Board have the responsibility to develop policies that ensure good quality development for this site. TIRZ board members serve staggered even and odd year terms. Those positions up for re-appointment are Position #1 held by Lindsey Vaughn, Position #3 held by Alfred Froberg, Position # 7 held by Ron Mercer and Position #9 held by Ricky Kubeczka. All members have consented to continue their service for another two (2) year term. The Chair of both the Board and Authority is Ricky Kubeczka and this position is reappointed each year. Staff recommends the current directors be reappointed in their respective terms that would expire December 31, 2021, and that Ricky Kubeczka be re-appointed as the Chair of both the TIRZ and Authority Boards.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before Council with explanation.

Council member Castro moved to approve Resolution 21-R-36, confirming and ratifying the appointment of the following members for a term of two (2) years to the Board of Directors for the City of Alvin Reinvestment Zone Number Two, and the Kendall Lakes TIRZ Redevelopment Authority Board for terms expiring December 31, 2021: Position #1 Lindsey Vaughn, Position #3 Alfred Froberg, Position #7 Ron Mercer, and Position #9 Ricky Kubeczka; and reappointing Ricky Kubeczka as the chair of the TIRZ and the Authority Board through December 31, 2022. Seconded by Council member Adame; motion carried with all members present voting Aye.

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

No items presented.

REPORTS FROM CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the January 6, 2022, City Council Meeting

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 Vela wished everyone a Merry Christmas.

Council member Adame discussed the Toy Drive at Scopel Square scheduled for December 17th featuring Junior Gordon Band.

Council member Starkey wished Junru Roland, City Manager, a Happy Birthday and gave some safety tips for the Christmas Season.

EXECUTIVE SESSION

Mayor Horn called for an executive session at 7:41 p.m. in accordance with the following:

City Council will meet in Executive Session pursuant to the Texas Government Code: **Section 551.071(1) (A-B): Consultation with City Attorney regarding pending or litigation or settlement: pending litigation update.**

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting into open session at 8:06 p.m.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:06 p.m.

PASSED and APPROVED the 6th day of January 2022.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

TRACT 3

Being 61.01 acres of land out of Lots 8 and 9 of the Bogart and Taylor subdivision of the west ½ of the W.D.C. Hall League, Abstract 69 according to the plat recorded in Volume 1, Page 64 of the Map Records of Brazoria County, Texas (B.C.M.R), and being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with a cap in the northeast corner of Lot 8, set on the south right-of way line of Adams Road / County Road 841, a public road, presently unopened, for the northeast corner of this tract on the west right-of-way line of State Highway 288 and the point of beginning;

THENCE, S 03°00'50" E, along the west right-of-way line of State Highway 288, a distance of 2,657.53 feet to the southeast corner of this tract, said point lying in the centerline of Ditch 316-00-00 as recorded in Iowa Colony Drainage District No. 5;

THENCE S 86°57'14" W, along said Ditch 316-00-00, same being the south lines of Lots 8 and 9, a distance of 1,000.00 feet for the southwest corner of this tract;

THENCE N 03°00'50" W, a distance of 2,657.47 feet for the northwest corner of this tract, said point being in the aforesaid south line of the public road;

THENCE N 86°57'02" E, along the north line of Lots 8 and 9, same being the said south line of the public road, a distance of 1,000.00 feet to the point of beginning and containing 61.01 acres of land, more or less, and being a part of the same property described in the deed "Tract B" as described in the Clerk's File No. 2008-037928 of Brazoria County, Texas, to which deed and the record thereof reference is here made for all appropriate purposes.

AMENDED SCHEDULE FOR VOLUNTARY ANNEXATION – MUD 80

DATE	ACTION/EVENT	LEGAL AUTHORITY
December 2, 2021	COUNCIL BY WRITTEN RESOLUTION Directs notification to landowners; and sets two (2) Public Hearings January 6, 2022, and January 11, 2022 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings – on or after the 40th day but before 20th day before Reading of Ordinance
December 13, 2021	NOTICE TO PROPERTY OWNERS & utility providers	Loc. Gov't Code § 43.062
December 19, 2021 Publish notice of First Public Hearing Send School District Notice	NEWSPAPER NOTICE RE: FIRST PUBLIC HEARING ; (If applicable Notice to Railroad) SCHOOL DISTRICT NOTICE (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE	Not less than 10 days nor more than 20 days before 1st public hearing. Loc. Gov't Code, §43.063 (c).
December 26, 2021 Publish notice of Second Public Hearing	NEWSPAPER NOTICE RE: SECOND PUBLIC HEARING	Not less than 10 days nor more than 20 days before 2nd public hearing. Loc. Gov't Code, § 43.063 (c).
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 20 adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
January 6, 2022	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the reading of ordinance) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063(a).
January 11, 2022	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before reading of ordinance.) <i>Regular Meeting</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.065 & 43.063 (a).
Institution Date February 3, 2022	READING OF ORDINANCE <i>Regular Meeting</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
Within 30 days of Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**



AGENDA COMMENTARY

Meeting Date: 1/6/2022

Department: Engineering

Contact: Michelle H. Segovia, City Engineer

Agenda Item: Consider a final plat of Caldwell Ranch Boulevard Phase III Street Dedication (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 50.534 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, and abstract 713 in Brazoria County, Texas. Also, being a partial replat of lots 1 and 2 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☒ Plat ☐ Discussion & Direction ☐ Other

Summary: On December 1, 2021, the Engineering Department received the Final Plat of Caldwell Ranch Boulevard Phase III Street Dedication for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) within Fort Bend County and Brazoria County, located along the east side of FM 521 and north of Juliff-Manvel Road. This final plat consists of a 70' wide road right-of-way dedication for phase III of Caldwell Ranch Boulevard and 3 reserves. This plat complies with all requirements of the City's Subdivision Ordinance.

This right-of-way was included for the major collector roadway on the Master Preliminary Plat of Caldwell Ranch, that was approved by Council May 7, 2020.

The City Planning Commission unanimously approved the plat at their meeting on December 21, 2021. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 1/2/2022 SLH

Supporting documents attached:

- Final Plat of Caldwell Ranch Boulevard Phase III Street Dedication

Recommendation: Move to approve the final plat of Caldwell Ranch Boulevard Phase III Street Dedication (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 50.534 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, and abstract 713 in Brazoria County, Texas. Also, being a partial replat of lots 1 and 2 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

Reviewed by Department Head, if applicable ☒
Reviewed by City Attorney, if applicable ☒

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

STATE OF TEXAS
COUNTY OF FORT BEND

WE, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT, BEING AN OFFICER OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, OWNERS, HEREINAFTER REFERRED TO AS OWNERS OF THE 50.534 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF CALDWELL RANCH BOULEVARD PHASE III STREET DEDICATION, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS; THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL ELEVEN FEET, SIX INCHES (11' 6") FOR TEN FEET (10' 0") PERIMETER GROUND EASEMENTS OR SEVEN FEET, SIX INCHES (7' 6") FOR FOURTEEN FEET (14' 0") PERIMETER GROUND EASEMENTS OR FIVE FEET, SIX INCHES (5' 6") FOR SIXTEEN FEET (16' 0") PERIMETER GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED, HEREON, WHEREBY THE AERIAL EASEMENT TOTALS TWENTY ONE FEET, SIX INCHES (21' 6") IN WIDTH.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS; THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES; FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF CALDWELL RANCH BOULEVARD PHASE III STREET DEDICATION WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, OWNERS DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS", AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS' COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

IN TESTIMONY WHEREOF, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JONATHAN WOODRUFF, ITS ASSISTANT VICE PRESIDENT, THEREUNTO AUTHORIZED,

THIS _____ DAY OF _____, 2022.

D.R. HORTON-TEXAS, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, JON P. BORDOVSKY, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PARENT TRACT PROPERTY, MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE OF THE PERIMETER BOUNDARY ONLY WILL BE MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "GBI PARTNERS" UNLESS OTHERWISE NOTED AT THE TIME OF RECORDATION AND THE PLAT CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF NAD 1983, SOUTH CENTRAL ZONE. (SEE NOTE 9)

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

I, KATHLEEN KINCHEN, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

KATHLEEN KINCHEN, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 136244

BEING A TRACT CONTAINING 50.534 ACRES OF LAND, LOCATED IN THE WILLIAM HALL SURVEY, ABSTRACT NUMBER 31, IN FORT BEND COUNTY, TEXAS; THE WILLIAM HALL SURVEY, ABSTRACT 713 AND THE H.T. & B.R.R. CO. LOT 68 SURVEY, ABSTRACT NUMBER 561 IN BRAZORIA COUNTY, TEXAS; SAID 50.534 ACRE TRACT BEING A PORTION OF A CALL 353.926 ACRE TRACT AND ALL OF A CALL 15.987 ACRE TRACT, BOTH RECORDED IN THE NAME OF 258 COLONY INVESTMENTS, LLC IN FILE NUMBER 2019127946 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.); SAID 50.534 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY TWO (2) METES AND BOUNDS AS FOLLOWS (BEARINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, AS DERIVED FROM GPS OBSERVATIONS):

TRACT I: 34.547 ACRES

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID 353.926 ACRE TRACT, THE SOUTHEASTERLY CORNER OF A CALL 484.4229 ACRE TRACT RECORDED IN THE NAME OF HANNOVER ESTATES, LTD. IN FILE NUMBER 2002140473 OF THE O.R.F.B.C., AND BEING ON THE WESTERLY LINE OF A CALL 100-FEET WIDE RIGHT-OF-WAY (R.O.W.) RECORDED IN THE NAME OF BAYOU RIFLES, INC. IN FILE NUMBER 2001052768 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY BRAZORIA COUNTY TEXAS (O.P.R.R.P.B.C.T.);

THENCE, WITH SAID WESTERLY LINE, SOUTH 03 DEGREES 04 MINUTES 56 SECONDS EAST, A DISTANCE OF 927.84 FEET TO A SOUTHEASTERLY CORNER OF SAID 353.926 ACRE TRACT;

THENCE, WITH A SOUTHERLY LINE OF SAID 353.926 ACRE TRACT, THE FOLLOWING THREE (3) COURSES:

- SOUTH 86 DEGREES 55 MINUTES 04 SECONDS WEST, A DISTANCE OF 137.32 FEET;
- 401.11 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 970.13 FEET, A CENTRAL ANGLE OF 23 DEGREES 41 MINUTES 22 SECONDS AND A CHORD THAT BEARS SOUTH 75 DEGREES 04 MINUTES 23 SECONDS WEST, A DISTANCE OF 398.26 FEET;
- SOUTH 63 DEGREES 13 MINUTES 42 SECONDS WEST, AT A DISTANCE OF 114.42 FEET PASS AN INTERIOR CORNER OF SAID 353.926 ACRE TRACT, THENCE CONTINUING THROUGH AND ACROSS SAID 353.926 ACRE TRACT, IN ALL A DISTANCE OF 554.09 FEET;

THENCE, CONTINUING THROUGH AND ACROSS SAID 353.926 ACRE TRACT, THE FOLLOWING TWO (2) COURSES:

- 252.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1039.00 FEET, A CENTRAL ANGLE OF 13 DEGREES 59 MINUTES 39 SECONDS AND A CHORD THAT BEARS SOUTH 70 DEGREES 13 MINUTES 31 SECONDS WEST, A DISTANCE OF 252.16 FEET;
- NORTH 11 DEGREES 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 1319.68 FEET TO THE NORTHERLY LINE OF SAID 353.926 ACRE TRACT AND THE SOUTHERLY LINE OF AFORESAID 484.4229 ACRE TRACT;

THENCE, WITH SAID NORTHERLY LINE, NORTH 86 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 1473.51 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.547 ACRES OF LAND.

TRACT II: 15.987 ACRES

BEGINNING AT THE NORTH-WESTERLY CORNER OF SAID 15.987 ACRE TRACT, THE NORTHEASTERLY CORNER OF SAID 100-FEET WIDE R.O.W. AND BEING ON THE SOUTHERLY CORNER OF A CALL 26 ACRE TRACT RECORDED IN THE NAME OF JEAN W. PAYNE TRUST IN FILE NUMBER 1997040600 OF THE O.P.R.R.P.B.C.T.;

THENCE, WITH THE NORTHERLY, EASTERLY, SOUTHERLY AND WESTERLY LINES OF SAID 15.987 ACRE TRACT, THE FOLLOWING FOUR (4) COURSES:

- NORTH 86 DEGREES 49 MINUTES 06 SECONDS EAST, A DISTANCE OF 576.96 FEET;
- SOUTH 03 DEGREES 03 MINUTES 55 SECONDS EAST, A DISTANCE OF 1208.76 FEET;
- SOUTH 87 DEGREES 05 MINUTES 01 SECOND WEST, A DISTANCE OF 576.60 FEET;
- NORTH 03 DEGREES 04 MINUTES 56 SECONDS WEST, A DISTANCE OF 1206.09 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.987 ACRES OF LAND.

NOTES:

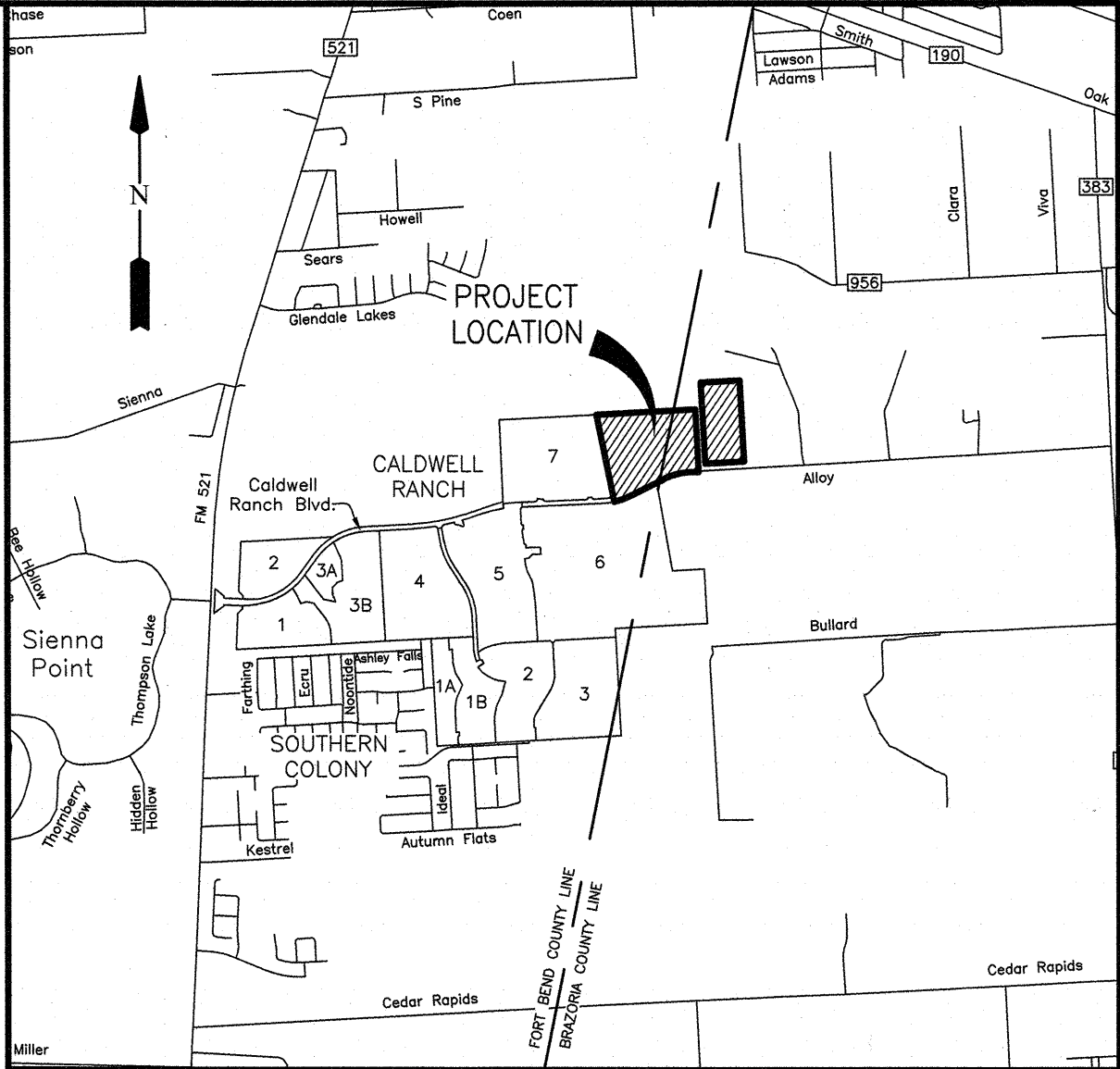
- THIS PLAT LIES WHOLLY WITHIN BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3 AND THE ETJ OF THE CITY OF ALVIN. THIS PLAT LIES PARTIALLY WITHIN FORT BEND COUNTY SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO. 2, FORT BEND COUNTY ESD #7, FORT BEND INDEPENDENT SCHOOL DISTRICT, FORT BEND COUNTY, BRAZORIA DRAINAGE DISTRICT NO. 4, ALVIN INDEPENDENT SCHOOL DISTRICT AND BRAZORIA COUNTY.
- SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL. DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.
- PRIOR TO THE BEGINNING OF THE ONE-YEAR MAINTENANCE PERIOD FOR UTILITIES AND PAYING BY FORT BEND COUNTY, ALL BLOCK CORNERS AND STREET RIGHTS-OF-WAY WILL BE MONUMENTED.
- THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE AGENCY, DATED _____, 2021, EFFECTIVE DATE OF _____, 2021. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
- THERE ARE NO VISIBLE PIPELINES WITHIN THIS PLAT.
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.99986724707.
- T.B.M. INDICATES TEMPORARY BENCHMARK: TBM-171: 5/8 INCH IRON ROD SET.
ELEVATION = 59.26', NAVD 88, GEOID 18
- FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "GBI PARTNERS" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
- THIS PROPERTY LIES WITHIN THE AREA DESIGNATED AS ZONE "X" UNSHADED AS PER FLOOD INSURANCE RATE MAPS (F.I.R.M.), COMMUNITY PANEL NO. 48157C0455L, EFFECTIVE APRIL 2, 2014.
- THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING WITH INTENSE RAINFALL EVENTS.
- NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
- ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
- THE PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
- SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
- SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5-FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS-OF-WAY WITHIN SAID PLAT AND ON CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH ADA REQUIREMENTS.
- ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ABOVE AND FOREGOING PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES CONTACTED.
- IN ACCORDANCE WITH CENTER POINT ENERGY ELECTRICAL SERVICE MANUAL, ARTICLE 421.2, ELECTRIC METERS SHALL BE LOCATED IN A POSITION THAT IS ACCESSIBLE AT ALL TIMES WITHOUT CUSTOMER ASSISTANCE. ACCESS TO THE METER SHALL NOT BE BLOCKED BY GATES, WALLS OR FENCES.
- ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.

CITY OF ALVIN APPROVAL

PAUL HORN, MAYOR

DIXIE ROBERTS, CITY SECRETARY

MICHELLE SEGOVIA, CITY ENGINEER



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 651Y

I, J. STACY SLAWINSKI, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS' COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

J. STACY SLAWINSKI, P.E.
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS,

THIS _____ DAY OF _____, 2022.

VINCENT M. MORALES, JR.
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER

KP GEORGE
COUNTY JUDGE

W. A. (ANDY) MEYERS
PRECINCT 3, COUNTY COMMISSIONER

KEN R. DEMERCHANT
PRECINCT 4, COUNTY COMMISSIONER

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2022 AT _____ O'CLOCK _____ M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS. THE DAY AND DATE LAST ABOVE WRITTEN.

LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: DEPUTY

FINAL PLAT OF CALDWELL RANCH BOULEVARD PHASE III STREET DEDICATION

A SUBDIVISION OF 50.534 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS AND ABSTRACT 713 IN BRAZORIA COUNTY, TEXAS. ALSO, BEING A PARTIAL REPLAT OF LOTS 1 & 2 OF THE T.W. & J.W.B. HOUSE SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

0 LOTS 3 RESERVES (48.363 ACRES) 2 BLOCKS

DECEMBER 15, 2021 JOB NO. 1931-8069C

OWNERS:

D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP

JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT

6744 HORTON VISTA ROAD, SUITE 100, RICHMOND, TEXAS 77407

PH: 281-566-2100

SURVEYOR:

ENGINEER:



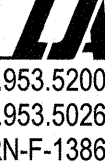
GBI PARTNERS
LAND SURVEYING CONSULTANTS
4784 VISTA ROAD • PASADENA, TX 77605
PHONE: 281-499-4539 • GBSurvey@GBISurvey.com
TBP&LS FIRM #10130300 • www.GBISurvey.com

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

LJA Engineering, Inc.

1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449

KATHLEEN KINCHEN, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 136244



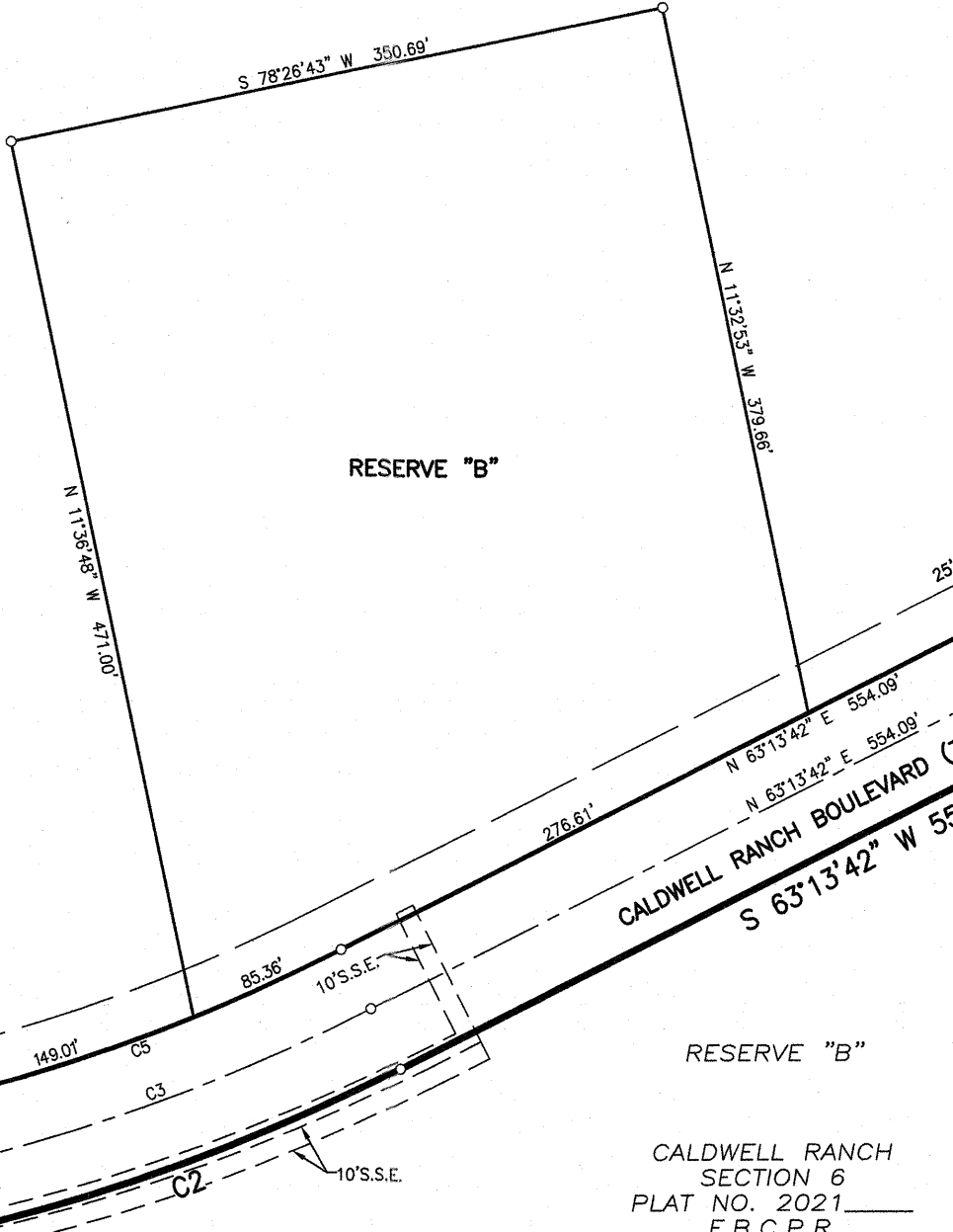
FRN-F1386

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 86°55'04" W	137.32'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	970.12'	23°41'22"	401.11'	S 75°04'23" W	398.26'
C2	1035.00'	13°59'39"	252.79'	S 70°13'31" W	252.16'
C3	1000.00'	13°57'21"	243.58'	N 70°12'23" E	242.98'
C4	1005.13'	23°41'22"	415.58'	N 75°04'23" E	412.62'
C5	965.00'	13°54'54"	234.36'	N 70°11'09" E	233.79'
C6	1040.12'	23°41'22"	430.05'	N 75°04'23" E	426.99'

T.W. & J.H.B. HOUSE SUBDIVISION
VOL. 7, PG. 301
F.B.C.D.R.

NAD83 GRID COORDINATES
X= 3,095,965.80
Y= 13,736,173.07



CALDWELL RANCH
SECTION 6
PLAT NO. 2021
F.B.C.P.R.

CALL 484.4229 ACRES
HANNOVER ESTATES
F.N. 2002140473
F.B.C.O.R.

NAD83 GRID COORDINATES
X= 3,097,437.00
Y= 13,736,492.10

NAD83 GRID COORDINATES
X= 3,097,437.00
Y= 13,736,492.10

CALL 26 ACRES
JEAN W. PAYNE TRUST
F.N. 1997040600, B.C.O.P.R.R.P.

CALL 100' (R.O.W.)
BAYOU AREA
F.N. 2010052728
B.C.O.P.R.R.P.

CALL 2.486 ACRES STYLED TRACT I
BAKER PROCESS, INC.
F.N. 2010007797, B.C.O.P.R.R.P.

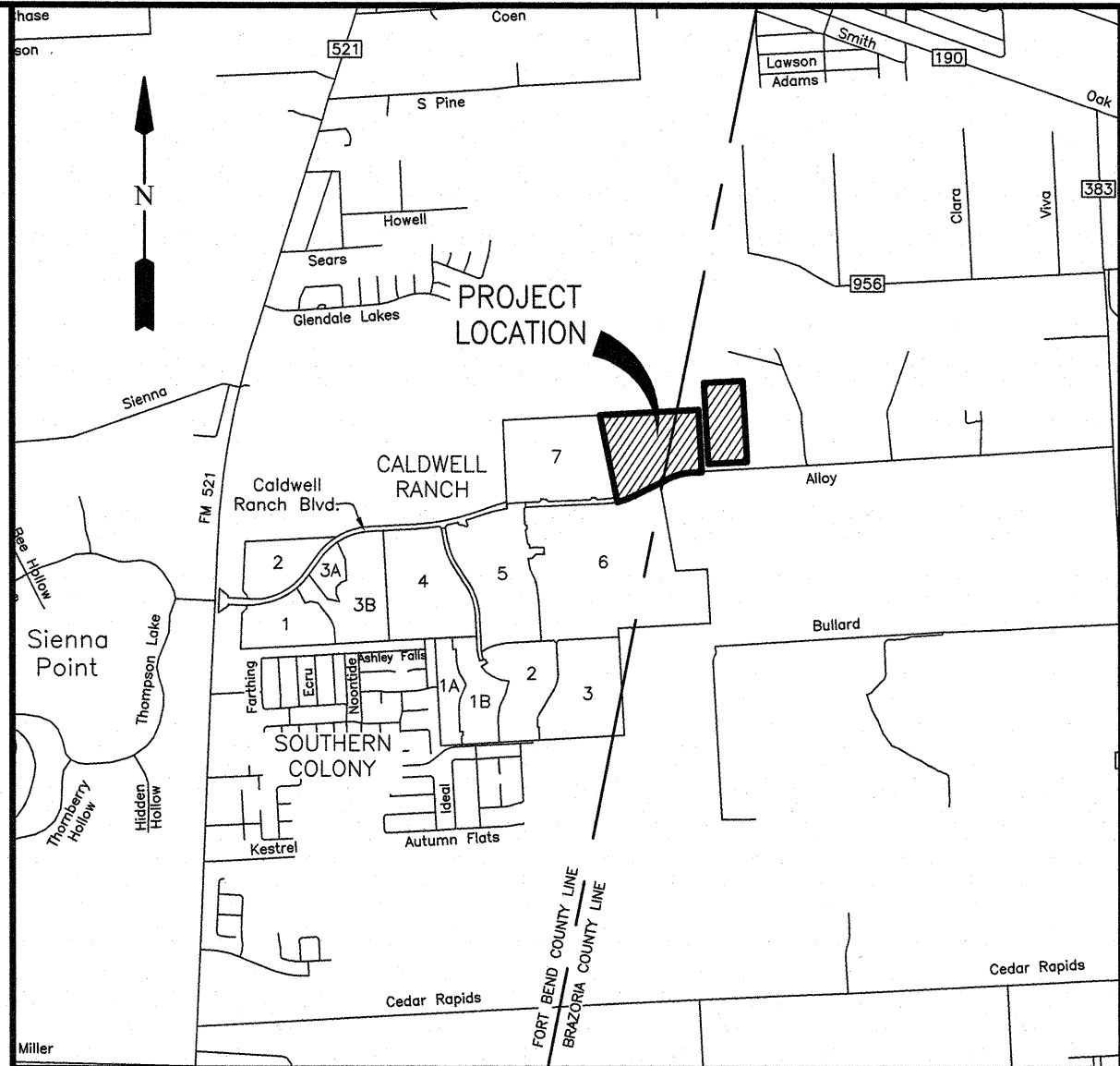
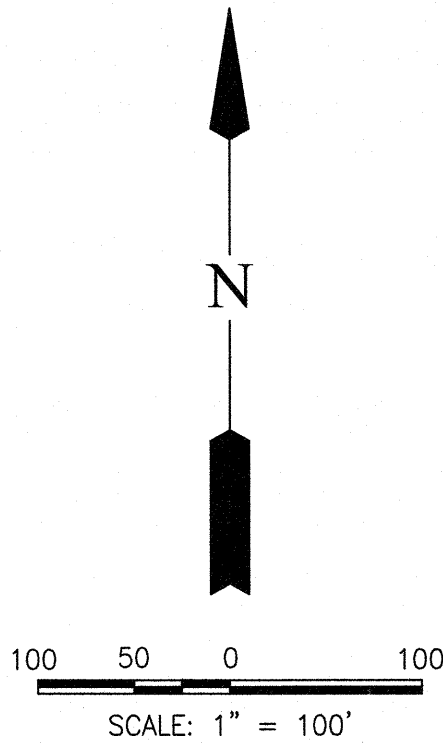
CALL 10.04 ACRES STYLED TRACT II
BAKER PROCESS, INC.
F.N. 2010007798, B.C.O.P.R.R.P.

CALL 1.320 ACRES
STYLED TRACT V
BAKER PROCESS, INC.
F.N. 2010007798
B.C.O.P.R.R.P.

CALL 0.183 ACRES
ACCESS EASEMENT
F.N. 2010007799
B.C.O.P.R.R.P.

CALL 0.183 ACRES
ACCESS EASEMENT
F.N. 2010007799
B.C.O.P.R.R.P.

NAD83 GRID COORDINATES
X= 3,096,156.16
Y= 13,737,477.82



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 651Y

LEGEND

- B.L. INDICATES BUILDING LINE
- U.E. INDICATES UTILITY EASEMENT
- D.E. INDICATES DRAINAGE EASEMENT
- W.L.E. INDICATES WATERLINE EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- STM.S.E. INDICATES STORM SEWER EASEMENT
- F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
- F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
- F.B.C.O.P.R. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
- F.N. INDICATES FILE NUMBER
- E.E. INDICATES ELECTRICAL EASEMENT
- A.E. INDICATES AERIAL EASEMENT
- R.O.W. INDICATES RIGHT OF WAY
- RES. INDICATES RESERVE
- P.O.B. INDICATES POINT OF BEGINNING

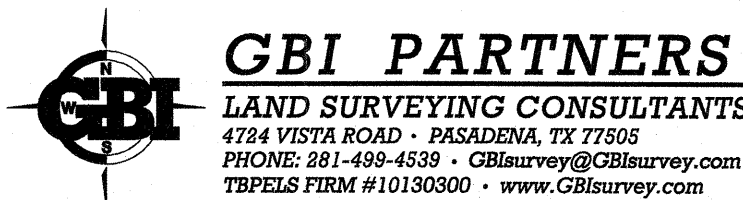
FINAL PLAT OF CALDWELL RANCH BOULEVARD PHASE III STREET DEDICATION

A SUBDIVISION OF 50.534 ACRES OF LAND SITUATED IN THE
WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS
AND ABSTRACT 713 IN BRAZORIA COUNTY, TEXAS. ALSO, BEING A
PARTIAL REPLAT OF LOTS 1 & 2 OF THE T.W. & J.W.B. HOUSE SUBDIVISION, AS
RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

0 LOTS 3 RESERVES (48.363 ACRES) 2 BLOCKS
DECEMBER 15, 2021 JOB NO. 1931-8069C

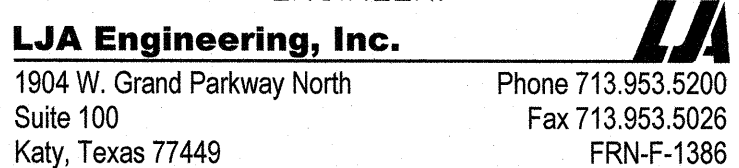
OWNERS:
D.R.HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP
JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT
6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407
PH: 281-566-2100

SURVEYOR:



JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

ENGINEER:



KATHLEEN KINCHEN, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 136244



AGENDA COMMENTARY

Meeting Date: 1/6/2022

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an award of bid to W. W. Payton Corporation, for the Water Plant No. 6 Ground Storage Tank Replacement Project (remaining work) in an amount not to exceed \$415,635; and authorize the City Manager to sign the contract upon legal review.

Type of Item: ☐Ordinance ☐Resolution ☒Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: On November 23, 2021, bids were opened for the Water Plant No. 6 Ground Storage Tank Replacement Project (Remaining Work), and W. W. Payton Corporation was the qualified bidder. LJA Engineering, the City's consultant that designed the project, reviewed the bid that was received and has recommended W. W. Payton Corporation for this project.

Contract Amount: \$377,850 (Base Bid, Supplementary, and Alternate A.)

10% Contingency: \$ 37,785

Total Amount: \$415,635

This project consists of the remaining work that was left from the original Water Plant No. 6 Ground Storage Tank Replacement Project that was awarded to T and C Construction, Ltd. on January 3, 2019. T and C Construction's contract was terminated in November 2020 for failure to complete the project. The remaining work consists of the removal of one existing 0.5-million-gallon bolted steel ground water storage tank and associated piping at water plant number 6 (Heights Road near Brazos Street), site work, and installation of fencing/gates. These improvements were based on recommendations in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by City Council on March 3, 2016. This project will be paid from the 2018 Revenue Bond proceeds that were approved by Council on August 21, 2018.

The project is scheduled to start in January 2022 and has a construction time of 75 calendar days.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: 236-6001-00-9079 **Amount:** \$415,635 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/2/2022 SLH

Supporting documents attached:

- LJA Engineering Recommendation Letter and Bid Tabulation
- Proposal

Recommendation: Move to award a bid to W. W. Payton Corporation, for the Water Plant No. 6 Ground Storage Tank Replacement Project (remaining work) in an amount not to exceed \$415,635; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable ☒
Reviewed by City Attorney, if applicable ☒

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

December 14, 2021

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

RE: Bid Tabulation and Recommendation of Award for Construction of
Water Plant No. 6 Ground Storage Tank Replacement (Remaining Work)
LJA Project No. E231-002A

Ms. Segovia,

Bids for construction of the reference project were received on Tuesday, November 23, 2021, at 2:00 P.M. at City Hall located at 216 W. Sealy Street, Alvin, Texas 77511 and subsequently read in public. One (1) contracting firm submitted bids for the project. No mathematical errors were found.

The bidders from low to high and the correct total amounts bid for the combination of Base Bid Items, Supplementary Bid Items, and Alternates "A" Items are as follows:

<u>Contractor</u>	<u>Location</u>	<u>Contract Amount</u>
W.W. Payton Corporation	Brookshire, TX	\$377,850.00

A copy of the Bid Tabulation is attached.

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

Our investigation of W.W. Payton Corporation, included a review of their surety, references of previous projects and past work experience. Based on our investigation, we recommend awarding the contract to W.W. Payton Corporation with the total bid amount of \$377,850.00.

If you have any questions or need additional information, please contact me at 281-627-2633.

Sincerely,



Les Dodson
Construction Manager

Attachment

cc: Brett Cole, CIP Project Manager
Jimmy Flowers, PE, LJA
Construction File 16.6

Bid Tabulation For: Construction of Water Plant No. 6 Ground Storage Tank Replacement (Remaining Work)
To Serve City of Alvin

Bid Opening Date: November 23, 2021
Bid Opening Location: Alvin City Hall
2nd Floor, 216 West Sealy
Alvin, TX 77511

Tabulation By: Ariel Langumas
Tabulation Date: November 24, 2021
LJA Project No. E231-002A

Bidder's Name:

Total Bid Amount for Base Bid, Supplementary Bid,
and Alternate "A" Bid Items:

1) W.W. Payton Corporation

\$377,850.00

Calendar Days - 75




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

Bid Tabulation - Bid Opening, November 23, 2021 City of Alvin Water Plant No. 6 Ground Storage Tank Replacement (Remaining Work) LJA Project No. E231-002A FRN F-1386	W.W. Payton Corporation 30655 FM 529 Brookshire, TX 77492 Wesley W. Payton 281-371-7068 bids@wwpayton.com
--	---

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM
	BASE BID ITEMS				
1	Mobilization (Not More than 5% of Overall Bid Amount), Including Obtaining Permits, Installation, Maintenance, and Removal of Project Sign, Complete in Place	1	LS	\$19,000.00	\$19,000.00
2	Site Demolition, Including the Removal of Existing 0.5MG Bolted Steel Ground Storage Tank and Concrete Tank Ring, Existing Electrical Components, Existing Chemical Feed Facility, Existing Yard Piping, Existing Asphalt and Gravel Pavement, Existing Fence, Existing Grout Cap at Well Piping, Phased in Such a Way as to Allow the Owner Continued Use of the Water Plant Throughout Construction, Complete in Place	1	LS	\$75,000.00	\$75,000.00
3	Modify Yard Piping, Including Removal of Existing Valves, Cross, and Well Piping, Installation of New 12-Inch Well Discharge Piping, Gate Valves (Rising Stem) , Coatings, Connections to Existing Piping, Pipe Supports and Thrust Block Supports, all Accessories Shown on Plans and Outlined in Specifications, and all Appurtenances, Complete in Place	1	LS	\$25,000.00	\$25,000.00
4	Install Adjustable Valve Boxes with Concrete Collars on Existing 12-Inch Gate Valves, in Accordance with Details on Plans and Specifications, Complete in Place	3	EA	\$250.00	\$750.00
5	12-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Cut and Removal of Existing Line, Removal of Existing Blow-Off Valve, Removal of Existing C-Sand Encasement, and Connections to the Existing Line, All Depths,	20	LF	\$100.00	\$2,000.00
6	Site Work, Including But Not Limited to Site Grading to Establish Positive Site Drainage Away from Structures and To Roadside Ditches, Complete in Place	1	LS	\$10,000.00	\$10,000.00
7	Regrade Swale Along North Property Line, in Accordance with Details on Plans and Specifications, Complete in Place	110	LF	\$25.00	\$2,750.00
8	12-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	20	LF	\$100.00	\$2,000.00
9	Line Swale with Concrete Rip-Rap, 18-Inch Thick Min., Including Mirafi 500 Geotextile Fabric, in Accordance with Details on Plans and Specifications, Complete in Place	65	SY	\$50.00	\$3,250.00
10	Concrete Slope Paving Channels, 5-Inches Thick, in Accordance with Details on Plans and Specifications, Complete in Place	40	SY	\$170.00	\$6,800.00
11	Concrete Housekeeping Pad, 6-Inches Thick, in Accordance with Details on Plans and Specifications, Complete in Place	45	SY	\$160.00	\$7,200.00
12	Grout Concrete Paved Areas to Drain, 2-Inch Min. Thickness, in Accordance with Details on Plans and Specifications, Complete in Place	23	SY	\$100.00	\$2,300.00
13	Concrete Mow Strip Around Tank Perimeter, 4 1/2-Inches Thick, in Accordance with Details on Plans and Specifications, Complete in Place	27	SY	\$150.00	\$4,050.00
14	Concrete Access Pavement, 6-Inches Thick, Including Paving Header at Tie-In to Existing Pavement, Subgrade Material, Installation, and Manipulation, in Accordance with Details on Plans and Specifications, Complete in Place	327	SY	\$190.00	\$62,130.00

Bid Tabulation - Bid Opening, November 23, 2021 City of Alvin Water Plant No. 6 Ground Storage Tank Replacement (Remaining Work) LJA Project No. E231-002A FRN F-1386				W.W. Payton Corporation 30655 FM 529 Brookshire, TX 77492 Wesley W. Payton 281-371-7068 bids@wwpayton.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM
15	Crushed Concrete Access Pavement, 6-Inches Thick, Including Subgrade Material, Installation, and Manipulation, in Accordance with Details on Plans and Specifications, Complete in Place	527	SY	\$100.00	\$52,700.00
16	Concrete Sidewalk, 4 1/2-Inches Thick, In Accordance with Details on Plans and Specifications, Complete in Place	106	SY	\$150.00	\$15,900.00
17	Chain-Link Fence, 8-Feet Tall, Commercial Black Vinyl Coated, Including Two 18-Feet Long Roller Gates (Cantilever), Concrete Mow Strip, and All Appurtenances, in Accordance with Details on Plans and Specifications, Complete in Place	490	LF	\$100.00	\$49,000.00
18	Wood Fence, 8-Feet Tall, with Galvanized Steel Posts, Cedar Pickets, Cedar Rot Board, and Cedar Top Board, Including Concrete Mow Strip and All Appurtenances, in Accordance with Details on Plans and Specifications, Complete in Place	250	LF	\$65.00	\$16,250.00
19	Embankment for Fill Purposes if Required, Placement and Compaction to 95% Standard Proctor Density, Complete in Place	150	CY	\$25.00	\$3,750.00
20	Trench Safety System, Complete in Place	20	LF	\$5.00	\$100.00
21	Turf Establishment, Hydromulch Seeding, Complete in Place	1	AC	\$5,000.00	\$5,000.00
22	Traffic Control, as Necessary, Includes Acquiring Permits, Flaggers as Necessary, Installation, Maintenance, and Removal of All Traffic Control Devices Required by Permit, Complete in Place	1	LS	\$1,000.00	\$1,000.00
23	SWPPP System, Including Reinforced Filter Fabric Fence, Stabilized Construction Exit, Rock Filter Dams, Concrete Truck Washout Area, and All Appurtenances, Complete in Place	1	LS	\$1,070.00	\$1,070.00
	SUB-TOTAL BASE BID ITEMS - ITEMS 1 - 23			\$367,000.00	
	SUPPLEMENTARY ITEMS				
24	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr. 2, PG-64, Per TXDOT Item 292, and 2-1/2-Inch Thick HMHL Surface Coarse, Type "D" Per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, As Directed by Owner's Representative, Complete in Place	100	SY	\$55.00	\$5,500.00
25	"Extra" Turf Establishment, Full Sodding, As Directed by the Owner's Representative, Complete in Place	1,000	SY	\$3.00	\$3,000.00
26	"Extra" 4,000 PSI Structural Concrete, As Directed by the Owner's Representative, Complete in Place	60	CY	\$250.00	\$15,000.00
27	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by the Owner's Representative, Complete in Place	5	TON	\$50.00	\$250.00
28	"Extra" Crushed Limestone Bedding, As Directed by the Owner's Representative, Complete in Place	25	CY	\$40.00	\$1,000.00
29	"Extra" Reinforcing Steel, As Directed by the Owner's Representative, Complete in Place	250	LB	\$1.00	\$250.00
30	"Extra" Embankment for Fill Purposes if Required, Placement and Compaction to 95% Standard Proctor Density, As Directed by the Owner's Representative, Complete in Place	300	CY	\$10.00	\$3,000.00
	SUB-TOTAL SUPPLEMENTARY ITEMS - ITEMS 24 - 30				\$28,000.00

Bid Tabulation - Bid Opening, November 23, 2021 City of Alvin Water Plant No. 6 Ground Storage Tank Replacement (Remaining Work) LJA Project No. E231-002A FRN F-1386				W.W. Payton Corporation 30655 FM 529 Brookshire, TX 77492 Wesley W. Payton 281-371-7068 bids@wwpayton.com	
ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE PER ITEM
	ALTERNATE "A"				
31	Increase/Deduct in Bid Item No. 17 Unit Price to Install Wood Fence in Lieu of Chain-Link, 8-Feet Tall, with Galvanized Steel Posts, Cedar Pickets, Cedar Rot Board, and Cedar Top Board, Including Two 18-Feet Long Roller Gates (Cantilever), Concrete Mow Strip and All Appurtenances, Complete in Place	490	LF	-\$35.00	(\$17,150.00)
	SUB-TOTAL ALTERNATE ITEM "A" - ITEM 31				(\$17,150.00)

SUMMARY OF BID

BASE BID ITEMS	ITEMS 1 - 23	<u>\$367,000.00</u>
SUPPLEMENTARY BID ITEMS	ITEMS 24 - 30	<u>\$28,000.00</u>
ALTERNATE "A"	ITEM 31	<u>(\$17,150.00)</u>
TOTAL BASE BID, SUPPLEMENTARY BID, AND ALTERNATE "A" ITEMS	ITEMS 1 - 31	<u>\$377,850.00</u>

PROPOSAL

TO: The Honorable Mayor and City Council
The City of Alvin, Texas

FROM: Contractor / Bidder: W.W. Payton Corporation

**Water Plant No. 6 – Ground Storage Tank Replacement
(Remaining Work)**

Bid Number: B-21-18

Account Number: 236-6001-00-9079

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

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

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

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

The undersigned proposal is to complete the work quoted above on or before **75 Calendar days** after the effective date of the work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated in the amount of **\$500.00 Per Calendar Day**.

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

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

PROPOSAL						
Water Plant No. 6 Ground Storage Tank Replacement (Remaining Work)				Contractor <u>W.W. Payton Corporation</u>		
Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Base Bid Items						
1	Mobilization (Not More than 5% of Overall Bid Amount), Including Obtaining Permits, Installation, Maintenance, and Removal of Project Sign, Complete in Place	LS	1	19,000.00	19,000.00	Nineteen Thousand and No/100 Dollars
2	Site Demolition, Including the Removal of Existing 0.5MG Bolted Steel Ground Storage Tank and Concrete Tank Ring, Existing Electrical Components, Existing Chemical Feed Facility, Existing Yard Piping, Existing Asphalt and Gravel Pavement, Existing Fence, Existing Grout Cap at Well Piping, Phased in Such a Way as to Allow the Owner Continued Use of the Water Plant Throughout Construction, Complete in Place	LS	1	75,000.00	75,000.00	Seventy Five Thousand & No/100 Dollars
3	Modify Yard Piping, Including Removal of Existing Valves, Cross, and Well Piping, Installation of New 12-Inch Well Discharge Piping, Gate Valves (Rising Stem), Coatings, Connections to Existing Piping, Pipe Supports and Thrust Block Supports, all Accessories Shown on Plans and Outlined in Specifications, and all Appurtenances, Complete in Place	LS	1	25,000.00	25,000.00	Twenty Five Thousand and No/100 Dollars
4	Install Adjustable Valve Boxes with Concrete Collars on Existing 12-Inch Gate Valves, in Accordance with Details on Plans and Specifications, Complete in Place	EA	3	250.00	750.00	Seven Hundred Fifty and No/100 Dollars
5	12-Inch Waterline (PVC, AWWA C-900, DR-18) with Ductile Iron Fittings, Open Cut, Joint Restraints (as necessary), Including Cut and Removal of Existing Line, Removal of Existing Blow-Off Valve, Removal of Existing C-Sand Encasement, and Connections to the Existing Line, All Depths, Complete in Place	LF	20	100.00	2,000.00	Two Thousand and No/100 Dollars
6	Site Work, Including But Not Limited to Site Grading to Establish Positive Site Drainage Away from Structures and To Roadside Ditches, Complete in Place	LS	1	10,000.00	10,000.00	Ten Thousand and No/100 Dollars
7	Regrade Swale Along North Property Line, in Accordance with Details on Plans and Specifications, Complete in Place	LF	110	25.00	2,750.00	Two Thousand Seven Hundred Fifty and No/100 Dollars
8	12-Inch Reinforced Concrete Pipe, ASTM C-76, Class III, Complete in Place	LF	20	100.00	2,000.00	Two Thousand and No/100 Dollars
9	Line Swale with Concrete Rip-Rap, 18-Inch Thick Min., Including Mirafi 500 Geotextile Fabric, in Accordance with Details on Plans and Specifications, Complete in Place	SY	65	50.00	3,250.00	Three Thousand Two Hundred Fifty and No/100 Dollars
10	Concrete Slope Paving Channels, 5-Inches Thick, in Accordance with Details on Plans and Specifications, Complete in Place	SY	40	170.00	6,800.00	Six Thousand Eight Hundred and No/100 Dollars
11	Concrete Housekeeping Pad, 6-Inches Thick, in Accordance with Details on Plans and Specifications, Complete in Place	SY	45	160.00	7,200.00	Seven Thousand Two Hundred and No/100 Dollars

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
12	Grout Concrete Paved Areas to Drain, 2-Inch Min. Thickness, in Accordance with Details on Plans and Specifications, Complete in Place	SY	23	100.00	2,300.00	Two Thousand Three Hundred and No/100 Dollars
13	Concrete Mow Strip Around Tank Perimeter, 4 1/2-Inches Thick, in Accordance with Details on Plans and Specifications, Complete in Place	SY	27	150.00	4,050.00	Four Thousand Fifty and No/100 Dollars
14	Concrete Access Pavement, 6-Inches Thick, Including Paving Header at Tie-In to Existing Pavement, Subgrade Material, Installation, and Manipulation, in Accordance with Details on Plans and Specifications, Complete in Place	SY	327	190.00	62,130.00	Sixty Two Thousand One Hundred Thirty and No/100 Dollars
15	Crushed Concrete Access Pavement, 6-Inches Thick, Including Subgrade Material, Installation, and Manipulation, in Accordance with Details on Plans and Specifications, Complete in Place	SY	527	100.00	52,700.00	Fifty Two Thousand and Seven Hundred and No/100 Dollars
16	Concrete Sidewalk, 4 1/2-Inches Thick, In Accordance with Details on Plans and Specifications, Complete in Place	SY	106	150.00	15,900.00	Fifteen Thousand Nine Hundred and No/100 Dollars
17	Chain-Link Fence, 8-Feet Tall, Commercial Black Vinyl Coated, Including Two 18-Feet Long Roller Gates (Cantilever), Concrete Mow Strip, and All Appurtenances, in Accordance with Details on Plans and Specifications, Complete in Place	LF	490	100.00	49,000.00	Forty Nine Thousand and No/100 Dollars
18	Wood Fence, 8-Feet Tall, with Galvanized Steel Posts, Cedar Pickets, Cedar Rot Board, and Cedar Top Board, Including Concrete Mow Strip and All Appurtenances, in Accordance with Details on Plans and Specifications, Complete in Place	LF	250	65.00	16,250.00	Sixteen Thousand Two Hundred Fifty and No/100 Dollars
19	Embankment for Fill Purposes if Required, Placement and Compaction to 95% Standard Proctor Density, Complete in Place	CY	150	25.00	3,750.00	Three Thousand Seven Hundred Fifty and No/100 Dollars
20	Trench Safety System, Complete in Place	LF	20	5.00	100.00	One Hundred and No/100 Dollars
21	Turf Establishment, Hydromulch Seeding, Complete in Place	AC	1	5,000.00	5,000.00	Five Thousand and No/100 Dollars
22	Traffic Control, as Necessary, Includes Acquiring Permits, Flaggers as Necessary, Installation, Maintenance, and Removal of All Traffic Control Devices Required by Permit, Complete in Place	LS	1	1,000.00	1,000.00	One Thousand and No/100 Dollars
23	SWPPP System, Including Reinforced Filter Fabric Fence, Stabilized Construction Exit, Rock Filter Dams, Concrete Truck Washout Area, and All Appurtenances, Complete in Place	LS	1	1,070.00	1,070.00	One Thousand Seventy and No/100 Dollars
Subtotal: Base Bid Items					<u>367,000.00</u> (Items 1 thru 23)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Supplementary Bid Items						
24	Asphalt Surface Restoration, Including 8-Inch Thick Asphalt Base, Gr 2, PG-64, Per TXDOT Item 292, and 2-1/2-Inch Thick HMHL Surface Coarse, Type "D" Per TXDOT Item 340, Includes Saw-Cut and Removal of Existing Pavement, As Directed by Owner's Representative, Complete in Place	SY	100	(Minimum Bid \$55.00 Per Square Yard) 55.00	5,500.00	Five Thousand Five Hundred and No/100 Dollars
25	"Extra" Turf Establishment, Full Sodding, As Directed by the Owner's Representative, Complete in Place	SY	1,000	(Minimum Bid \$3.00 Per Square Yard) 3.00	3,000.00	Three Thousand and No/100 Dollars
26	"Extra" 4,000 PSI Structural Concrete, As Directed by the Owner's Representative, Complete in Place	CY	60	(Minimum Bid \$720.00 Per Cubic Yard) 250.00	15,000.00	Fifteen Thousand and No/100 Dollars
27	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton, As Directed by the Owner's Representative, Complete in Place	TON	5	(Minimum Bid \$30.00 Per Ton) 50.00	250.00	Two Hundred Fifty and No/100 Dollars
28	"Extra" Crushed Limestone Bedding, As Directed by the Owner's Representative, Complete in Place	CY	25	(Minimum Bid \$25.00 Per Cubic Yard) 40.00	1,000.00	One Thousand and No/100 Dollars
29	"Extra" Reinforcing Steel, As Directed by the Owner's Representative, Complete in Place	LB	250	(Minimum Bid \$1.00 Per Pound) 1.00	250.00	Two Hundred Fifty and No/100 Dollars
30	"Extra" Embankment for Fill Purposes if Required, Placement and Compaction to 95% Standard Proctor Density, As Directed by the Owner's Representative, Complete in Place	CY	300	(Minimum Bid \$10.00 Per Cubic Yard) 10.00	3,000.00	Three Thousand and No/100 Dollars
Subtotal: Supplementary Bid Items					28,000.00 (Items 24 thru 30)	

Item	Description	Unit	Quantity	Unit Price	Total	Written Total
Alternate "A" Bid Item						
31	Increase Deduct in Bid Item No. 17 Unit Price to Install Wood Fence in Lieu of Chain-Link, 8-Feet Tall, with Galvanized Steel Posts, Cedar Pickets, Cedar Rot Board, and Cedar Top Board, Including Two 18-Feet Long Roller Gates (Cantilever), Concrete Mow Strip and All Appurtenances, Complete in Place	LF	490	(-35.00)	(-17,150.00)	- Seventeen Thousand One Hundred Fifty and No/100 Dollars
Subtotal: Alternate "A" Bid Item					\$ (-17,150.00) (Item 31)	
TOTAL BID				BASE & SUPPLEMENTARY BID ITEMS	ITEMS 1 THRU 30	395,000.00 Three Hundred Ninety Five Thousand & No/100 Dollars
TOTAL BID				BASE, SUPPLEMENTARY & ALTERNATE "A" BID ITEMS	ITEMS 1 THRU 31	377,850.00 Three Hundred Seventy Seven Thousand Eight Hundred Fifty & No/100 Dollars

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

Addendum No. 1 Dated _____ Received _____

Addendum No. 2 Dated _____ Received _____

Addendum No. 3 Dated _____ Received _____

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

Bidder: **W.W. Payton Corporation**

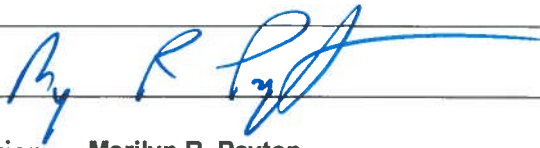

Wesley W. Payton - President

Address: **P.O. BOX 1056, Katy, TX 77492**

Telephone: **(281) 371-7068**

Date: **11-23-2021**

ATTEST: _____


Secretary of Corporation **Marilyn R. Payton**

(Seal of Bidder Corporation)

STATEMENT OF MATERIALS AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ 300,000.00

ALL OTHER CHARGES: \$ 95,000.00

*TOTAL: \$ 395,000.00

*This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

For purposes of complying with the Texas Tax Code, the contractor agrees that the charges for any materials incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such materials to the contractor.

NOTE: ONLY THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS TO BE FILLED OUT.

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Name Under Which Subcontractor is Doing Business	Address of Office, Mill or Shop	Percent of Total Contract	Specific Description of Subcontract
Meridian	P.O. ^{box} 1000 Pearland Tx 77588	16%	FENCE

BID BOND

STATE OF TEXAS

COUNTY OF BRAZORIA

§
§
§

KNOW ALL MEN BY THESE PRESENTS

That we, the undersigned, W. W. Payton Corporation, as Principal, and Hartford Fire Insurance Company, as Surety, are hereby held and firmly bound unto The City of Alvin, Texas, as Owner in the penal sum of Five Percent (5%) of Total Amount Bid----- Dollars (\$ 5% T.A.B.--) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

EXECUTED this 23rd day of November, 20 21.

The Condition of the above obligation is such that whereas the Principal has submitted to City of Alvin a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing for the following:

Project: Water Plant No 6 – Ground Storage Tank Replacement (Remaining Work)
Bid Number: B-21-18
Account Number: 236-6001-00-9079

NOW, THEREFORE:

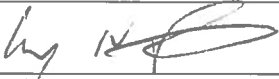
(A) If said BID shall be rejected, or

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal: W. W. Payton Corporation

Surety: Hartford Fire Insurance Company

By: 
Wesley W. Payton, President

By: 
Francine Hay, Attorney-in-Fact

IMPORTANT: Surety companies executing BONDS must appear on The Treasury Department's most current list (Circular No. 570 as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MARSH & MCLENNAN AGENCY LLC

Agency Code: 46-505987

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Roxanne G. Brune, Sharen Groppell, Francine Hay, Beverly A. Ireland, Edward L. Moore, Kurt A. Risk, James W. Tomforde, Gloria Villa of Houston TX, C.W. Adams, Sharon Cavanaugh of HOUSTON, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPier

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPier, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HHH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of November 23, 2021.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

IMPORTANT NOTICE

To obtain information or make a complaint:
You may contact your Agent.

You may call The Hartford's Consumer Affairs toll-free telephone number for information or to make a complaint at:
1-800-451-6944

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights, or complaints at:
1-800-252-3439

You may write the Texas Department of Insurance:
P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.



Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number: : 888-266-3488
Fax – Claims : 860-757-5835 or 860-221-3965
E-mail : bond.claims@thehartford.com

Mailing Address : The Hartford
BOND, T-12
One Hartford Plaza
Hartford, CT 06155



AGENDA COMMENTARY

Meeting Date: 1/6/2022

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider an Agreement with Integrated Architecture & Design (iAD Architects) to provide professional design services and deliver complete construction documents for renovation of the Recreation Station (former Fire Station #1) located at 302 W. House Street in an amount not to exceed \$108,410.50; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: ☐ Ordinance ☐ Resolution ☒ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☒ Other

Summary: At the City Council Workshop on August 6, 2020, City Council discussed the FY2020-21 proposed budget for renovations to former Fire Station #1, now referred to as the "Recreation Station." On September 3, 2020, City Council adopted the FY2020-21 budget which included the requested funds and providing an opportunity to rename and repurpose the building into useable community space. Renovations would include creating a customer friendly entrance with convenient reception and waiting area, conversion of truck bays to host a variety of activities and sports, provide offices for recreation and administrative staff of the Parks and Recreation Department, maintain essential equipment connected with the radio tower, as well as other modifications to maximize useable space.

Over the course of the last fifteen months the building transitioned from Fire Station to Recreation Station as recreation staff moved into the offices and recreation programs occupied all other available space. In preparation for renovation, staff completed an asbestos survey and solicited iAD Architects to provide professional design services.

Staff recommends an agreement with iAD Architects to provide professional design services for a fixed fee of \$98,555.00 plus 10% contingency (\$9,855.50) totaling \$108,410.50. Staff recommends approval of this agreement.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: 311-7001-00-4100 **Amount:** \$108,410.50 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/2/2022 SLH

Supporting documents attached:

- iAD Architects Proposal
- FY2021 Budget Workshop Memo – House Street Station

Recommendation: Move to approve agreement with Integrated Architecture & Design (iAD Architects) to provide professional design services and deliver complete construction documents

for renovation of the Recreation Station (former Fire Station #1) located at 302 W. House Street in an amount not to exceed \$108,410.50; and authorize the City Manager to sign the agreement upon legal review.

Reviewed by Department Head, if applicable ☒
Reviewed by City Attorney, if applicable ☒

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

Integrated Architecture & Design

107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com



December 22, 2021

Mr. Dan Kelinske
Director of Parks & Recreation
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511
(Sent via email to: DLKelinske@cityofalvin.com)

Dear Mr. Kelinske,

Thank you for the time to visit with you and Michelle Nesrsta a few weeks back on site at the current Alvin Recreation Station located at 302 House Street. I also appreciate the time to visit with representatives from the Alvin Fire Department and the Building Official more recently to review some preliminary findings related to occupancy loads and fixture counts within the entire facility. We are also grateful for the opportunity to submit this proposal for professional architectural and engineering work related to the renovation of this facility.

PROJECT SCOPE

As a result of our meeting and conversations with you, we understand that the project scope will include the following:

- Develop a useful set of computer-based As-Built drawings of the current facility for use in the design phase of the project;
- Renovate the current (4) existing fire truck bays into a usable interior space to promote a variety of athletic activities offered by the Parks & Recreation Department;
- Replace the existing (8) overhead, sectional fire bay doors with new aluminum storefront exterior walls;
- Modify the existing sloped fire truck bay floor surface to be a level surface suitable for multi-purpose activities;
- Create an engineering solution to remove the (2) current interior structural columns within the existing fire truck bays to allow for more open floor space and activities;
- Design for new building insulation of the existing fire truck bay space and add appropriate HVAC (heating, ventilation, and air-conditioning) to this space;
- Create complete construction documents for the above-mentioned scope of work as well as for proposed interior renovations to the existing office and Meeting Room space. This will include any modification to the existing restroom facilities to verify compliance with current building and accessibility requirements;

- A new aluminum storefront entry will also be included into the overall scope of work on this project along with renovations to the existing Kitchen area;
- Assist the City in the selection of new finishes of the remaining office space of the current facility;
- Given the small and intricate scope of structural remodeling and exterior infill construction along with the expanded scope of work for the project and current market conditions, we believe the construction costs of this project may range from \$900,000 - \$1,200,000.

SCOPE OF BASIC SERVICES

Per your request, we understand that the scope of work requested for this project shall include professional design services as follows:

- Architectural Design and Construction Document Coordination
- Structural Engineering
- Windstorm Engineering, Inspections and Certification
- Mechanical/Electrical/Plumbing Engineering
- Geotechnical/Soils Reporting

The professional disciplines identified above shall design and develop complete construction contract documents for the above-mentioned facility.

All work performed by this office will be designed and specified to comply with local building codes, including all state and national accessibility standards.

Deliverables for this proposed scope of work will include submittals of design and engineering drawings for your review along with all members of the architectural/engineering design team. We anticipate submittal milestones to include complete Schematic Design, complete Design Development, and a 100% Construction Documents package.

Upon completion of each design phase, and as authorized by you we will complete and deliver final construction documents and specifications to you for competitive bidding by competent and qualified general contractors, their subcontractors, and vendors. Submittals will include hard copy and PDF versions of the final bid documents. Electronic copies (Revit/AutoCAD) will remain the property of this office and our consultants, respectfully.

Our responsibilities include professional services for the stated scope of work through all design phases of this project including Schematic Design, Design Development, Construction Documentation, Bid/Negotiation phase, Construction Administration and Building Closeout phase.

Items not a part of this proposal include Civil Engineering, Surveying, Fire Suppression/Alarm, design of low voltage systems such as I.T./data systems, audio visual systems; final furniture design, landscape/irrigation, construction material testing, and design of utilities to be brought to the site. We will be pleased to provide or coordinate these services for you if requested, and invoice to you as an additional service addressed in our Per Diem Rate Schedule.

COMPENSATION FOR SERVICES

Proposed compensation to Integrated Architecture & Design (iAD Architects) for this scope of work shall be a fixed fee in the amount of \$98,555.00 (Ninety-eight thousand, five hundred and fifty-five dollars), plus project related reimbursable expenses. This amount is inclusive of the professional design consulting services identified above. We believe this comprehensive fee equates to approximately 8.0% of anticipated construction costs and includes all major disciplines of design and engineering for this project.

Project related reimbursable expenses such as plotting/printing, accessibility reviews/registration and other miscellaneous items are not included in this fee and may range up to an amount of \$5,000.00 depending on the amount of required printing/plotting for the project.

On site accessibility inspections and related expenses/activities will be the responsibility of the Owner once construction is completed. This amount should be less than \$1,500.00. We are happy to provide guidance to you on this.

At your request, we will be pleased to submit an AIA B101 – 2017 Document “Standard Form of Agreement Between Owner and Architect” for your review and consideration.

PAYMENT

Invoicing against the proposed fee amount stated above shall be monthly based on completed work at the time of invoicing or at the completion stage of each phase of the design contract. Terms shall be net 30 days.

ADDITIONAL SERVICES

The following are examples of architectural services not included as a part of Basic Services under this proposal:

- Services due to changes in scope of the Project or its design, including but not limited to changes in size, complexity, schedule, or character of construction based on the descriptions of scope in this proposal.
- Preparation of any drawings to be used as As-Built drawings of existing development or structures.
- Revising documents and specifications which the Owner has previously approved or when changes are due to causes beyond the control of the Architect. Special meetings for changes of this type will also be Additional Services.
- Preparation of design documents for alternate systems, or for out-of-sequence work requested by the Owner.
- Providing design services relating to future facilities, systems, and equipment, which are not intended to be constructed or operated as a part of the Project.
- Providing design for value engineering of the project after the drawings have been submitted, reviewed, and approved.
- Any reimbursable expenses associated with additional services defined above.

Upon request and written authorization by the Owner, Architect will provide these services as Additional Services. Billing for Additional Services shall be as per the attached Per Diem Rate

Schedule unless indicated otherwise. No additional services will be provided or invoiced without the Owner's consent.

EXECUTION

Should this proposal meet your approval, please execute two copies; retain one for your records and return the other to our office.

Thank you again for the opportunity to submit this proposal. We look forward to working with you on this project and continuing to serve City of Alvin and its citizens.

Should you have any questions, please do not hesitate to call.

Best regards,



Brent K. Bowles, AIA
Principal, **iAD Architects**

Accepted by: _____ Date: _____
(Signature)

Organization: _____

Title: _____

Integrated Architecture & Design

107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com



PER DIEM RATE SCHEDULE

As of July 1, 2020

Please note that all architectural, design and other related professional services agreed to be compensated via terms of a Per Diem Rate shall be as follows below, and that such rates will be in effect as of the above-mentioned date on all projects in which Integrated Architecture & Design performs professional services:

<u>Integrated Architecture & Design Staff</u>	<u>Rate</u>
Architect/Principal	\$200.00/hour
Associate/Architect	\$150.00/hour
Associate/Production	\$125.00/hour
Draftsman/Production	\$85.00/hour
Clerical	\$60.00/hour

Direct non-labor expenses, such as printing, plotting, reproduction of all project correspondence and contract documents or similar documents, postage, freight, express delivery, photography, and/or travel shall be considered as a Reimbursable Expense and subject to invoice to the client with a multiplier of 1.10.

Consultant fees will be billed directly to the Architect. The Architect will invoice the client for these fees with a multiplier of 1.10.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942. p. 512.305.9000

**CITY OF ALVIN**

1100 W. Highway 6 • Alvin, Texas 77511 • (281) 388-4299 • FAX (281) 388-4367

Parks & Recreation Department

DATE: 8/3/2020
TO: Junru Roland, City Manager
Cc:
FROM: Dan Kelinske, Parks & Recreation Director
RE: House Street Fire Station

As the Fire Department prepares to vacate the Station located at 302 W. House Street, renaming and repurposing the (former) Fire Station #1 into usable community space would tremendously increase this asset of community value. Already cherished by Alvin community members and seasoned with rich history from the Fire Department, this building is uniquely positioned for transition to a community center. Renovations making this building more “user friendly” would include; creating a customer friendly entrance with convenient reception and waiting area, conversion of truck bays to host a variety of activities and sports, adding locker rooms as well as other modifications to maximize usable space.

This building would provide offices for Recreation and Administrative staff of the Parks and Recreation Department as well as maintain the essential equipment connected with the radio tower located in the western parking lot.

Lastly, re-purposing offers many advantages such as; community engagement for building rebranding, centralize recreational programs (currently held between three different locations), easy and versatile access by Alvin community members, preserve building’s rich history, provide cost savings from rental/usage of other facilities and much more.



AGENDA COMMENTARY

Meeting Date: 1/6/2022

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Discuss and consider traffic control alternatives at the intersection of Sealy Street and Hood Street.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☒Discussion & Direction ☒Other

Summary: On September 27, 2021, a truck traveling through downtown Alvin hit four poles in front of the Alvin Museum which pulled down power lines and consequently shattered the traffic signals at the intersection of Sealy and Hood.

Currently, there are four stop signs in the middle of the lanes (in each direction) approaching the intersection of Sealy and Hood to regulate traffic. Staff believes that the vehicular volume entering the intersection from all approaches does not warrant the need for traffic lights at this time. As of the writing of this Agenda Commentary, there has not been any reported vehicle or pedestrian accidents at the intersection since the four stop-signs have been placed there.

Staff recommends utilizing four-way stop signs to replace the former signaled intersection. If Council approves the four-way stop signs, Staff recommends removing the four stop signs from the middle of the lanes and placing the stop signs at the corners of the intersection.

A few alternatives discussed by Staff were:

- a.) Reinstating the traffic signals
- b.) Utilizing a 2-way stop
- c.) Painting "stop" on the street approaching the intersection

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:** 1/22/2022 SLH

Supporting documents attached:

•

Recommendation:

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒



AGENDA COMMENTARY

Meeting Date: 1/6/2022

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider an appointment to the Senior Citizens Board.

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☒ Other

Summary: Beverly Kimbrough submitted her resignation from the Senior Citizens Board for her term ending on December 31, 2022. With the resignation of Ms. Kimbrough, there are six (6) members on this board. Chapter 2 of the Alvin Code of Ordinances states that the Board shall be comprised of seven (7) members.

Current members on the Board are: Jancy Altus, Randall Race, John Burkey, Dorci Leissner-Hill, Marie E. Hodges, and Roger Stuksa.

The following have applied to serve on this board for the remainder of the term ending in December 2022: Betsy Grubbs, Jason Jones, Carol Phillips, Ron Shephard, and Keith Thompson. (see attached spreadsheet for details).

In full disclosure, Mr. Shephard is a part time assistant at the Alvin Senior Center and Mr. Jones lives outside of the City limits. Alvin's Code of Ordinances does not address either scenario; appointments are made at the discretion of City Council. If the residency requirements and city employment are of concern, Council can amend the ordinance. The Planning Commission and the Parks Board both have residency requirements.

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:** 1/2/2022 SLH

Supporting documents attached:

•

Recommendation: Move to appoint _____ to the Senior Citizens Board.

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

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

Senior Board Vacancy Dec 2021

New Applicant Name	Employment/Occupation	Alvin Resident	Past Boards	Notes Provided on Consent and Willingness to Serve Form
Jason Jones	Office manager for Locke Law Firm	23 years	None	I have a passion for service and truly love my community. I am active in numerous civic and community interests throughout the city and would be honored and humbled to serve. I am a huge believer in education and have a great interest in helping our children and our elderly. Involved with: Alvin ISD YET Mentor, newly approved to work with Gulfcoast CASA. Active in Alvin Masonic Lodge, Sunrise Rotary, Noon Lions Club, Brazoria County Fair Association, Houston Livestock Show and Rodeo, and Brazoria County Young Republicans.
Ron Shepherd	Part Time Assistant at Alvin Senior Center	69 years	None	The city of Alvin Sr Center is a major asset for its senior citizens. I hope to help improve and add to the current activities, special inhouse and outside events that take currently take place. As an active participant in those activities, I know the enlightenment they bring to those that take part in the planned monthly events.
Betsy Grubbs	Teltschik-Grubbs PLLC Attorney	35 years	Board of Adjustments and Appeals	Estate planning and Probate lawyer dealing with elder law issues and concerns on an almost daily basis. Oh, and my mom's a long-term participant at the Alvin Sr Center.
Carol Phillips	None listed	30 years	None	Resident of alvin for 30 years. And an active volunteer at the senior center . And member and enjoy giving back to the center
Keith Thompson	Self employed construction	32 years	Council, Planning Commission, Charter Review	I enjoy giving back to my community. Since I fall in the senior class I would like to serve on the senior board to help in any way I can. Charter review twice Two different Tirz boards Planning review 7yrs City Council.