

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

FEBRUARY 3, 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 droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, FEBRUARY 3, 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. PRESENTATION

- A. Presentation of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association to the City of Alvin for the Fiscal Year ending 9/30/2020 (FY20).

4. PUBLIC HEARING

- A. Public hearing to receive public comment regarding an application to conduct taxicab services in the City of Alvin, by Alvin Express Taxi, LLC.

5. PUBLIC COMMENT

6. CONSENT AGENDA

- A. Consider approval of the January 11, 2022, Special City Council meeting minutes.
- B. Consider approval of the January 11, 2022, City Council Workshop meeting minutes.
- C. Consider approval of the January 15, 2022, City Council workshop meeting minutes.
- D. Consider approval of the January 20, 2022, City Council meeting minutes.
- E. Acknowledge receipt of the Quarterly Financial Report ending December 31, 2021.
- F. Acknowledge receipt of the Quarterly Investment Report ending December 31, 2021.
- G. Acknowledge receipt of the quarterly Fiscal Year 2022 Capital Improvement Projects Report.

- H. Consider an award of Bid (B-22-01) to Carpenter Bus Sales for the purchase of a 2022 Ford E-450 StarCraft All Star 27-foot-long bus, accommodating 21 passenger +2 wheelchair accessible bus in an amount not to exceed \$87,900; and authorize the City Manager to sign the Agreement upon legal review.
- I. Consider Resolution 22-R-02, calling and establishing the procedures for the May 7, 2022 General Election in Alvin, Texas, and providing for related matters thereto.
- J. Consider Ordinance 22-A, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 2-20.1, Carrying Concealed Handguns on City property; and Section 20.3, Senior Citizens Board; and setting forth other provisions related thereto.
- K. Consider Ordinance 22-B, removing Chapter 7, Court, from the Code of Ordinances of the City of Alvin, Texas, in its entirety; repealing Ordinance 97-K, Ordinance 99-CCC, Ordinance 03-EEE; and Ordinance 07-KKK; and setting forth other provisions related thereto.

7. OTHER BUSINESS

- A. Discuss and consider Ordinance 22-C, annexing 193.55 acres of land, more or less, parcel of land located along State Highway 288 and FM 1462, in Brazoria County, Texas; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.
- B. Discuss and consider Ordinance 22-D, granting consent to the creation of Brazoria County Municipal District Number 80; and providing for other matters related thereto.
- C. Discuss and consider authorizing Alvin Express, LLC to conduct business as a taxicab service in the City of Alvin.
- D. Discuss and consider awarding a bid for RFP 21-01 Debris Monitoring, Recovery, and Other Related Services to Disaster Program and Operation, Inc. (DP&O) as the secondary contractor in response to 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.
- E. Discuss and consider Resolution 22-R-03, Rifle-Resistant Body Armor Project, authorizing the Police Department to make application for a grant through the Office of the Governor of the State of Texas Public Safety Office to defray the cost of purchasing rifle resistant body armor for sworn officers.

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. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

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

1. Employment of a Human Resource Director.

11. RECONVENE TO OPEN SESSION

- A. Consider the City Manager's recommendation to appoint Karen Edwards as the City of Alvin's Director of Human Resources.

12. 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 31, 2022, at 5:00 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).**



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: Finance

Contact: Michael Higgins, Director of Admin. Services

Agenda Item: Presentation of the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA) to the City of Alvin for the Fiscal Year ending 9/30/2020 (FY20).

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

Summary: On December 3, 2021, the Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Alvin by the Government Finance Officers Association of the United States and Canada (GFOA) for Fiscal Year ending 9/30/2020. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. For the City of Alvin, this is the 40th consecutive year of receiving this achievement.

The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal.

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:** _____

Supporting documents attached:

- Certificate
- Announcement of Award
- News Release

Recommendation: Congratulate Finance, the auditors, and all city staff who contributed to the achievement of this significant accomplishment.

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

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



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Alvin
Texas**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

September 30, 2020

Christopher P. Morill

Executive Director/CEO



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

12/3/2021

Paul Horn
Mayor
City of Alvin, Texas

Dear Mayor Horn:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2020 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION
NEWS RELEASE

FOR IMMEDIATE RELEASE

12/3/2021

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
Email: mlevine@gfoa.org

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Alvin** for its annual comprehensive financial report for the fiscal year ended September 30, 2020. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 21,000 members and the communities they serve.



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: City Secretary

Contact: Dixie Roberts, ACM/City Secretary

Agenda Item: Public hearing to receive comment regarding an application to conduct taxicab services in the City of Alvin, by Alvin Express Taxi, LLC.

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

Summary: Mr. Mickey Moffett Jr, sole proprietor of Alvin Express Taxi, LLC, made application with the City of Alvin in December of 2021 to operate taxi service in the City of Alvin. This public hearing is required by Section 23-29 of the City of Alvin Code of Ordinances as part of the approval process for his application with the City. Advertisement was published in the Alvin Sun on Sunday, January 23, 2022 and a notice of the public hearing was also placed on the City's website.

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:** 1/25/2022 SLH _____

Supporting documents attached:

- Application
- Notice of Public Hearing

Recommendation: Receive comments.

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

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

Notice of Public Hearing

The City of Alvin City Council will hold a public hearing on Thursday, February 3rd, 2022 at 7:00 p.m. in the Council Chambers of Alvin City Hall, 216 West Sealy, to hear comments regarding an application to conduct taxicab services in the City of Alvin by Alvin Express Taxi, LLC. This public hearing is required by Section 23-29 of the City of Alvin Code of Ordinances. Those who wish to speak before City Council regarding this item are encouraged to attend. For more information, please contact the Office of the City Secretary at 281-388-4255 or droberts@cityofalvin.com.

To be Published on 1/23/2022

**MINUTES
CITY OF ALVIN, TEXAS
CITY COUNCIL
SPECIAL CALLED MEETING
TUESDAY, JANUARY 11, 2022
6:30 P.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Special Called Session at 6:30 P.M. with the following members present: Mayor Paul Horn, Mayor Pro-Tem Martin Vela, Council member's: Gabe Adame, Joel Castro, Richard Garivey, Keko Moore, and Glenn Starkey.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; and Dixie Roberts, City Secretary.

PUBLIC HEARING

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) – 2nd of 2 public hearings.

Mayor Horn opened the public hearing at 6:31 p.m. With no comments made, Mayor Horn closed the public hearing at 6:32 p.m.

ADJOURNMENT

Mayor Horn adjourned the meeting at 6.33 p.m.

PASSED and APPROVED the 3rd day of February 2022.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, JANUARY 11, 2022
6:35 P.M.

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 6:35 P.M. with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela, Council member's: Gabe Adame, Joel Castro, Richard Garivey, Keko Moore, and Glenn Starkey.

Staff members present: Junru Roland, City Manager and Dixie Roberts, Assistant City Manager/City Secretary.

WORKSHOP ITEMS:

City Council Strategic Planning Session facilitated by Ron Cox.

Ron Cox with Ron Cox Consulting was present to conduct a City Council retreat as part of the City of Alvin Visioning and Goal Setting process. Mr. Cox reviewed the governance process and City Council's role in the governance and strategic planning process. Discussion was had.

ADJOURNMENT

Mayor Horn adjourned the meeting at 9:05 p.m.

PASSED and APPROVED the 3rd day of February 2022.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
CITY COUNCIL WORKSHOP MEETING
ALVIN FIRE & EMS STATION TRAINING ROOM
801 E. SOUTH STREET
SATURRDAY, JANUARY 15, 2022
10:00 A.M.**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in a Workshop Session at 10:00 A.M. with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Martin Vela, Councilmembers: Joel Castro, Richard Garivey, Keko Moore, Glenn Starkey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Director of Administrative Services Brandon Moody, Director of Public Services; Ron Schmitz, EMS Director/Director of Emergency Management; Michelle Segovia, City Engineer; Lisa Sullivan, Code Enforcement Supervisor, and Robert E. Lee, Police Chief.

WORKSHOP ITEMS:

City Council / Staff review of proposed amendments to the Alvin Code of Ordinances facilitated by Ron Cox

Staff and members of City Council gathered to review suggested changes by staff to the Code of Ordinances. Most of the recommended changes are not substantive, but merely clean up the language to reflect current practice.

Staff presented the following to gather feedback as to whether City Council would be in agreement with the changes presented. Ordinances to amend the Code will be brought back before City Council for consideration at a later date. Items presented during this workshop are for discussion purposes.

Ms. Roberts presented the following proposed changes to Chapter 2, Administration and to Chapter 7, Municipal Court:

- Require amendments to the Personnel Policy to be done by Resolution instead of Ordinance to reflect current practice. (Chapter 2, Sec 2-14) (2017).
- Establish residency requirement for the Senior Citizens Board to reflect current practice of Parks Board and Planning Commission. (Chapter 2, Sec 2-20.3 (2017)

Mr. Moody along with Lisa Sullivan presented the following proposed changes to Chapter 12 Health and Sanitation and Chapter 17 ½ Signs:

- Expand the provision of accumulation to include items that may be carried by wind or rainwater from property (Chapter 12, Sec 12-3) (2013)
- Grass and weeds that exceed 9 inches as a code violation (Chapter 12, Sec 12-4) (2013)
Action item: staff to review the policies and enforcement procedures in place for grass & weeds

- Exempt agricultural lots or premises - verify Ag Exemption with Brazoria County
- Clarify responsibilities of owners of agriculturally exempt tracts & owners of uncleared vacant lots (Chapter 12, Sec 12-4) (2013)
- Authorize city personnel or city contractor to mow contiguous ditch in ROW (with findings/exceptions) (Chapter 12, Sec 12-4) (2013) *City Council felt that this remains the responsibility of the property owner, but a provision should be provided to allow for discretionary use to have city personnel or contractor mow. Utility providers maintenance of right of way*
- Growing/cultivating hay 50 feet from public roadway (*changed from 20ft*) (Chapter 12, Sec 12-10) (2003)
- Adding/amending definitions (Chapter 17½, Sec 17½ - 2)
- Adding following terms to the list of Sign Classifications: Civic Sign, Handheld Sign, Kiosk Sign, Permanent Sign, and Vehicular Signs (Chapter 17½, Sec 17½ - 3 (2016))
- One temp. on-premise banner: increase max display from 21 days to 28 days not to exceed four times a year (Chapter 17½, Sec 17½ - 5(18d)) (2016)
- Allow same temporary signage (advertisement) opportunity for auto dealerships and motorized vehicle commercial establishments selling used vehicles. (Chapter 17½, Sec 17½ -5(21)) (2016) *City Council felt that all businesses should be treated equally. Car dealerships should abide by the same rules as all the other businesses. No separate provisions.*
- Inclusion of Sculptures, statues, or works of art (Chapter 17½, Sec 17½ -5 (23)) (2016)
- Handheld Signs on private property (Chapter 17½, Sec 17½ -5 (26)) (2016) *These signs should not interfere with traffic*
- Adding provision for signage in Public Parks about regulations/use of park (Chapter 17½ Sec 17 ½ - 36 (c)) (2004)
- Prohibit off-premise temporary signs (except COA kiosk signs) advertising subdivisions or developments under construction (Chapter 17½, Sec 17½ - 57) (2004)
- Prohibit placement in ROW or Easement (Chapter 17½, Sec 17½ - 59 a(1)) (2016)
- Prohibit placement of banners on benches & shrubs (Chapter 17½, Sec 17½ - 59 a(4)) (2016)

Mr. Moody presented the following proposed changes to Chapter 22, Water & Sewer:

- Added City Manager's designee as an adjuster to a consumer's water usage in cases where the city damages a water line or meter (Chapter 25, Sec 25-12 (2009))
- Defined tie-on range as the range within 1,000 ft from the city's water & sewer system (Chapter 25, Sec 25-25 (1990))
- Developer responsibility to install water and sewer mains for their development (Chapter 25, Sec 25-98 through 25-105 (1990))

Mr. Schmitz presented the following proposed changes to Chapter 8 ½ Emergency Medical Services.

- Amend wording to reflect state law in the operation of ambulances and emergency vehicles when approaching stop signal / stop sign (Chapter 8 ½, Sec 6) (2011). *City Council suggested striking this section since it is codified under State law.*

Ms. Segovia presented the following changes to Chapter 10, Food establishments; Chapter 21, Subdivision & Property Development; Chapter 23 ½, Townhomes, Condominiums, & Patio Homes; Chapter 31 Apartment Developments; and Chapter 28 Fees:

- Adding Section 10-33, Regulations pertaining to food establishments, which was removed in earlier ordinance revisions. (2016)
- Adding mobile food units must be “readily moveable.” (Chapter 10, Section 10-36 4(c)) (2016) **Action Item: review food truck ordinance as to allow or direct to a specific location**
- Adding requirement to securely mount LPG Cylinders (Chapter 10, Section 10-36 4(d)) (2016)
- Updating Boulevards from 24 to 25-foot minimum (Chapter 21, Sec 21-2(5)) (2007)
- Removing Preliminary Plat Process (Chapter 21, Sec 21-20) (2006)
- Defining “tie-on range” as the range within 1,000 feet from water and sewer services (Chapter 21, Sec 21-23(b)) (2006)
- Requiring Builder or Developer to attend PDM prior to submittal of plats and plans. (Chapter 21, Secs 21-18 and 21-27(b)) (2002)
- Change Traffic Impact Study required for site that requires 100+ instead of 200 parking spaces (Chapter 21, Sec 21-27(g)) (2003)
- For Modular Home subdivisions: changing street ROW from 50 to 60, streets from 27 to 28 (curb to curb), 15 instead of 10-foot utility easement, and from 38 to 45-foot radial lots) (Chapter 21, Sec 21-74) (1983)
- For Park Land Dedication: removing ETJ property from consideration for park land dedication (21-126(a)) (2018); removing the option for City to receive cash in lieu of park land dedication in ETJ (Chapter 21 Sec. 21-130(c)(2)) (2018)
- Change Traffic Impact Study required for site that requires 100+ instead of 200 parking spaces (Chapter 21, Sec 21-27(g)) (2003)
- For Modular Home subdivisions: changing street ROW from 50 to 60, streets from 27 to 28 (curb to curb), 15 instead of 10-foot utility easement, and from 38 to 45-foot radial lots) (Chapter 21, Sec 21-74) (1983)
- For Park Land Dedication: removing ETJ property from consideration for park land dedication (21-126(a)) (2018); removing the option for City to receive cash in lieu of park land dedication in ETJ (Chapter 21 Sec. 21-130(c)(2)) (2018)
- Townhomes: Adding reference that streets and alleys must comply with City’s Design Criteria, and classifying “access streets” as minor or major collectors and arterial roadways on the City’s Thoroughfare Plan (Chapter 23½, Sec 23 ½-3) (1973)
- Condominiums: Changing minimum building setback lines from 15 feet to 25 feet (Chapter 23½, Sec 23 ½-21) (1980)
- Patio Homes: changing interior streets minimum right-of-way from 50 to 60 feet, with 28 instead of 27-foot paving section, and classifying “access streets” as minor or major collectors and arterial roadways on the City’s Thoroughfare Plan (Chapter 23½, Sec 23 ½-33) (1978); removing 10-foot setbacks and 50-foot right-of-way (Chapter 23½, Sec 23 ½-36) (1978)
- Classifying “access streets” as minor or major collectors and arterial roadways on the City’s Thoroughfare Plan (Chapter 31, Sec 31-3) (2003)
- Amending Alcohol License fees to match state law (Chapter 28)
- Separate Commercial and Residential Permit & Inspection fees, creating a residential fee table (Chapter 28)

Mr. Higgins presented the following proposed changes to Chapter 22, Taxation.

- Amend taxation section to reflect current practice and state law (chapter 22)

Chief Lee presented the following proposed changes to Chapter 1, General Provisions; Chapter 2, Administration; Chapter 4, Animals & Fowl; Chapter 15, Offenses & Misc. Provisions; Chapter

18, Private Watchmen; chapter 20, Streets & Sidewalks; Chapter 26 Wreckers; Chapter 30 ½ Regulation of Sex Offender Residency; and Chapter 28 Fees:

- Update to meet current practice of the community service program (Chapter 1, Sec 1-6) (2007)
- Delete section in reference to City Workhouse (Chapter 1, Sec 1-7 & 1-8) (1933)
- Firearms on Public Property updated to reflect current law (Chapter 2, Sec 2-20.1) (1995)
- Update/clarify provisions and processes to allow canines, felines, and ferrets in the City limits. (Chapter 4, Sec 4-5)
 - Require microchipping (with the exception of assistance animals)
 - Do away with the issuance of City i.d. tags
- Add violation for falsifying documents when surrendering animals (Chapter 4, Sec 4-17) (2009)
- Updated definition of “non-microchipped” (Chapter 4, Sec 4-30) (2009)
- Adding New Section – Animal Seller Permit (Chapter 4, Sec 44)
 - Procedures/Provisions for the sale of animals in the city limits
 - Require seller permit (rabies vaccination) prior to the sale
 - Exempts kennel/catteries
- Delete Section referring to Houses of Prostitution and other Disorderly Houses; codified under state law (Chapter 15, Sec 15-9)
- Delete Section referring to public drunkenness; codified under state law (Chapter 15, Sec 12) (1895)
- Delete Section referring to Vagrancy (Chapter 15, Sec 15-13) (1895)
- Delete Section referring to Private Watchman, codified under state law; DPS (Chapter 18 Sec 18-1 through 18-17) (1960)
- Delete section that prohibits the riding of bicycles on sidewalks. State law governs operation of bicycles. Chapter 20, Sec 20-2 (2001)
- Amending Definitions – (Chapter 26, Sec 26-1) (1995)
- Adding additional equipment to the equipment requirement list (Chapter 26, Sec 26-6)
- Permit application to be obtained from the City Secretary’s Office; amending information required on the application (Chapter 26, Sec 26-11-12) (1995)
- Amending insurance requirements for wreckers (Chapter 26, Sec 26-11-14) (1995)
- Permits to follow Fiscal Year – (Chapter 26, Sec 26-16, 19) (2000)
- Establish fee schedule for acceptable charges encompassing all police tows (Chapter 26, Sec 26-16, 19) (2000)
- Inspection of wreckers and storage facilities (Chapter 26, Sec 26-49)
- Wrecker Driver Qualifications (Chapter 26, Sec 26-50)
- Prohibit the solicitation of towing business within 200 feet of an accident scene (Chapter 26, Sec 26-51)
- Choice of wrecker service by driver at accident scene (Chapter 26, Sec 26-52)
- Storage of Vehicles (Chapter 26, Sec 26-53-54)
- Authorization to remove illegally parked, abandoned, or disabled vehicles (Chapter 26, Sec 26-55)
- Amend definition of temporary residence (Chapter 30 ½)
- Extend place of residency prohibition for Sex Offenders from 1,000 to 2,000 feet from a child safety zone (*Council member request*) (*Chapter 30 ½, Sec 30 ½ - 3*) (2012) – *No change*
- Microchip for animals \$25.00 (Chapter 28)
- Impound fee per animal or fowl - amend from \$10 to \$15 each day after the 1st day of impoundment. (Chapter 28)

- Quarantine fee amend from \$100 to \$150 for each ten (10) day of impoundment (Chapter 28)
- Adding Fee for Animal Seller Permit - \$15 for a thirty 30-day permit (Chapter 28)
- *Remove feline and canine mother/litter surrender (resident or nonresident) fee of \$45(Chapter 28)*
- Remove Private Watchmen/Security Guard License fee \$25 (Chapter 28)
- Amending Wrecker Fees (Chapter 28)

Ms. Hanneman discussed possible changes to the RV Resort (Chapter 24 ½) to address recreational vehicles connecting to city services (water & sewer) outside of a licensed RV Park. It was the consensus of City Council not to make any amendments to this section of the Code of Ordinances

ADJOURNMENT

Mayor Horn adjourned the meeting at 2:31 p.m.

PASSED and APPROVED the 3rd day of February 2022.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY JANUARY 20, 2022
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, Assistant City Manager/City Secretary; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Gary Coffman with Alvin Church of Christ gave the invocation. Council member Moore led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PUBLIC COMMENT

Mayor Horn moved Public Comment after the Executive Session, but it is recorded here to maintain the integrity of the outline of the agenda.

Erendira Mutina, Ken Moore, Rachel Pait, Brittney Darbonne, Kay Mitchell, Lela Hoffmann, and Ashley Leenerts all made public comment in support of proposed Ordinance 22-A outlawing Abortion, declaring Alvin a Sanctuary City for the Unborn.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the January 6, 2022, City Council meeting minutes.

Call a public hearing for Thursday, February 3, 2022, at 7:00 p.m. to receive public comment regarding an application to conduct taxicab services in the City of Alvin by Alvin Express Taxi, LLC.

The City's Code of Ordinances requires that a new taxi service submit a Taxi Service Application to the City Secretary's Office. This application is reviewed and then forwarded to the Chief of Police and the City's Health Inspector for vetting. Once completed, a public hearing is required before City Council. A notice of public hearing will be advertised in the Alvin Sun and posted on the City's website.

Alvin Express Taxi, LLC submitted the required application for the operation of one taxicab. All information has been vetted by the City's Inspections and Police Department. This will be a formal public hearing to provide members of the public the opportunity to offer comments before City Council regarding the company's potential service.

After the public hearing is held, the application will be on the next City Council agenda for consideration of final approval. If approved, all vehicles will be inspected by the City and the application process will be finalized.

Consider Resolution 22-R-01, confirming and ratifying the appointment of Cathy Fontenot to Position #5 to the Board of Directors for the City of Alvin Reinvestment Zone Number Two, and the Kendall Lakes TIRZ Redevelopment Authority Board for a term of two (2) years.

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. Cathy Fontenot was appointed in December 2020 to fill an unexpired term through December 31, 2021. Position #5's reappointment was inadvertently left off the annual appointment resolution adopted by City Council on December 16, 2021. This is the formal resolution needed for said appointment. Staff recommended approval of Resolution 22-R-01 ratifying the appointment of Ms. Fontenot to Position #5 of the Board of Directors for a term of two years, through December 31, 2023.

Item B, calling the public hearing for Alvin Taxi was removed from the Consent Agenda by Council member Starkey. Council member Starkey moved to approve the consent agenda as presented. Seconded by Council member Adame; motion to approve carried with all members present voting Aye.

OTHER BUSINESS

Item removed from the consent agenda by Council member Starkey: Call a public hearing for Thursday, February 3, 2022, at 7:00 p.m. to receive public comment regarding an application to conduct taxicab services in the City of Alvin by Alvin Express Taxi, LLC.

Item removed from Consent Agenda by Council member Starkey. Starkey stated that he wishes to revise the ordinance regarding this process so that in the future these types of businesses do not have to come before City Council to complete the process.

Council member Starkey moved to call a public hearing for Thursday, February 3, 2022, at 7:00 p.m. in the City Council Chambers of Alvin City Hall, 216 West Sealy, Alvin Texas to receive public comment regarding an application to conduct taxicab services in the City of Alvin by Alvin Express Taxi, LLC. Seconded by Council member Adame; motion to approve carried with all members present voting Aye.

Consider Ordinance 22-A, requested by City Council member Castro and City Council member Garivey, outlawing Abortion, declaring Alvin a Sanctuary City for the Unborn, making various provisions and findings, providing for severability, and establishing an effective date.

This ordinance drafted by Texas Right to Life was placed on the agenda for consideration at the request of City Council member Castro and Council member Garivey.

Mayor Horn called for Executive Session on this item under Chapter 551.071 of Texas Local Government Code at 7:08 p.m.

Mayor Horn reconvened the meeting at 8:08 p.m., Council heard public comments pertaining to this item as noted in the Public Comments section of said minutes.

Council member Castro moved to approve Ordinance 22-A requested by City Council member Castro and City Council member Garivey, outlawing Abortion, declaring Alvin a Sanctuary City for the Unborn, making various provisions and findings, providing for severability, and establishing an effective date. Seconded by Council member Starkey; motion failed with all members present voting No and Council member Castro voting Yes.

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.

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 gave kudos to Texas Pride for their service. He recounted watching a Texas Pride employee recover a knocked over trash can and was appreciative of their efforts. He also extended kudos to Alvin Police Department and Alvin Fire Department for their communications during a fire call this past week for a business.

Council member Vaughn expressed appreciation to Council member Castro for bringing Ordinance 22-A to council, although not in the way it was presented. He explained that although he is Pro Life, he does not think this Ordinance, as it is written, is representative of all the voices of Alvin.

Council member Moore stated that Ordinance 22-A as presented this evening preempts state law and that it is not in the best interest of the City of Alvin.

Council member Castro expressed disappointment that Ordinance 22-A did not pass. He acknowledged that each Council member are Godly men and Pro Life. He acknowledged that they have differences, and he appreciates them.

Council member Adame explained that after receiving guidance from the City Attorney he could not support Ordinance 22-A as it was written. He thanked everyone for speaking and for the Law Enforcement officers present.

Council member Starkey explained that Ordinance 22-A has been a difficult issue and appreciates everyone's involvement. He encouraged everyone to request a copy of the Ordinance and read it so that they may understand why they voted against it. He stated that they all believe in the sanctity of life and its need for protection.

Mayor Horn also encouraged everyone to go online to City website and read Ordinance 22-A.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:58 p.m.

PASSED and APPROVED the 3rd day of February 2022.

Paul A. Horn, Mayor

ATTEST:

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: Finance

Contact: Michael Higgins, Dir. of Admin. Services

Agenda Item: Acknowledge receipt of the Quarterly Financial Report ending December 31, 2021.

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

Summary: The City Charter requires the Director of Administrative Services to report on the financial condition of the City. Included in the December 31, 2021 report are the following:

- General Fund Summaries
- Sales Tax Revenues
- Utility Fund Revenue & Expense Comparison
- Sanitation Fund Revenue & Expense Comparison
- EMS Fund Revenue & Expense Comparison
- Operating Revenues & Expenditures – Budget vs. Actual (General, Utility, Sanitation, EMS)
- Cash & Investment Summary
- Major Funds Recap – General, Hotel, Utility, Sanitation, EMS, Sales Tax, Fleet)

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:** _____

Supporting documents attached:

- Financial Report – Dec 31, 2021

Recommendation: Move to acknowledge receipt of the Quarterly Financial Report ending December 31, 2021.

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

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

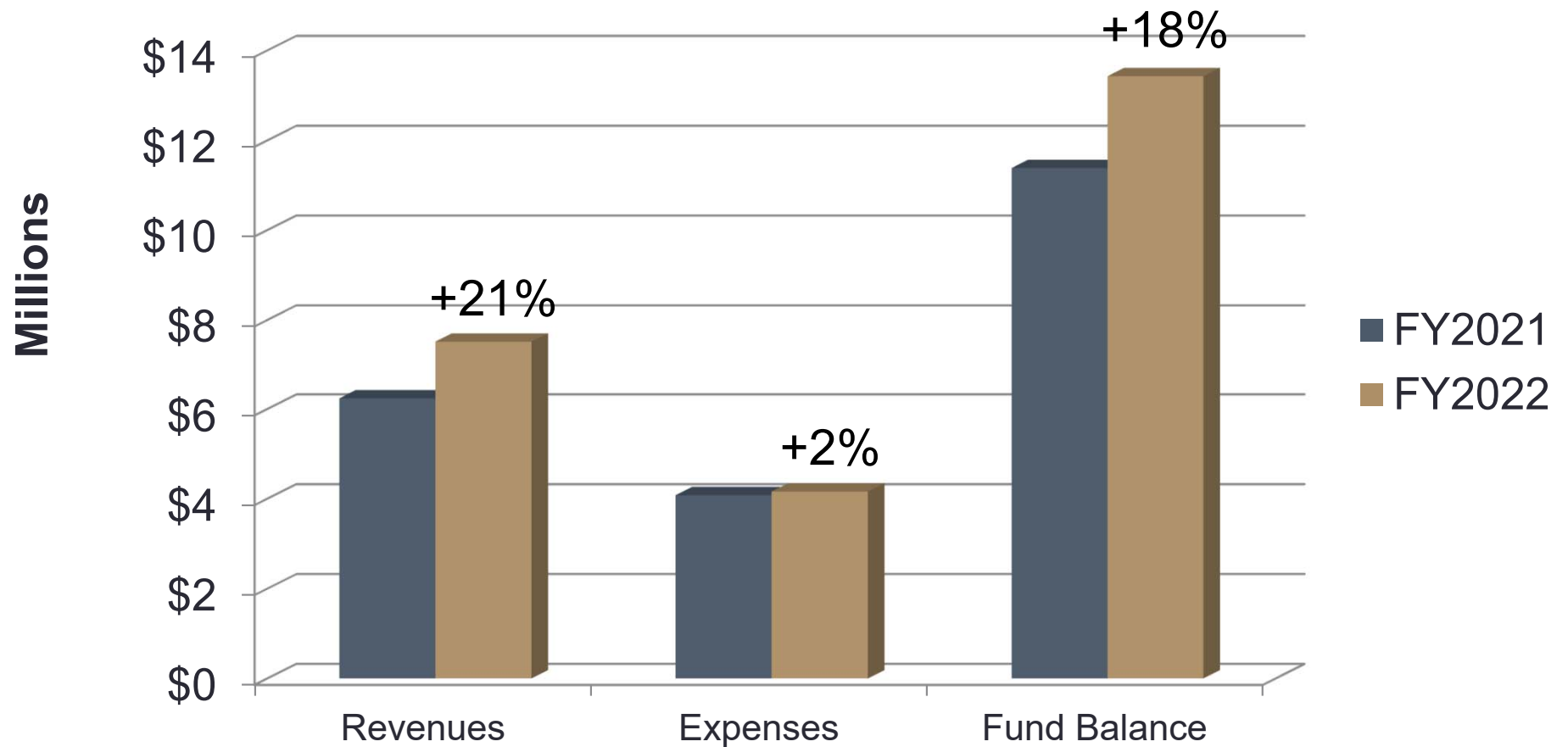
City of Alvin

Quarterly Financial Summary Report For the quarter ended December 31, 2021

	<u>Page</u>
General Fund Summaries	2-5
Sales Tax Revenues	6-7
Utility Fund Revenue & Expense Comparison	8-11
Sanitation Fund Revenue & Expense Comparison	12-13
EMS Fund Revenue & Expense Comparison	14-15
Operating Revenues & Expenditures	
- Budget vs. Actual (General, Utility, Sanitation, EMS)	16-19
Cash & Investment Summary	20-21
Major Funds Recap	
- General, Hotel, Utility, Sanitation, EMS, Sales Tax, Fleet	22-29

General Fund Summary – December 2021

Revenue, Expense & Fund Balance Comparison



General Fund Summary – December 2021

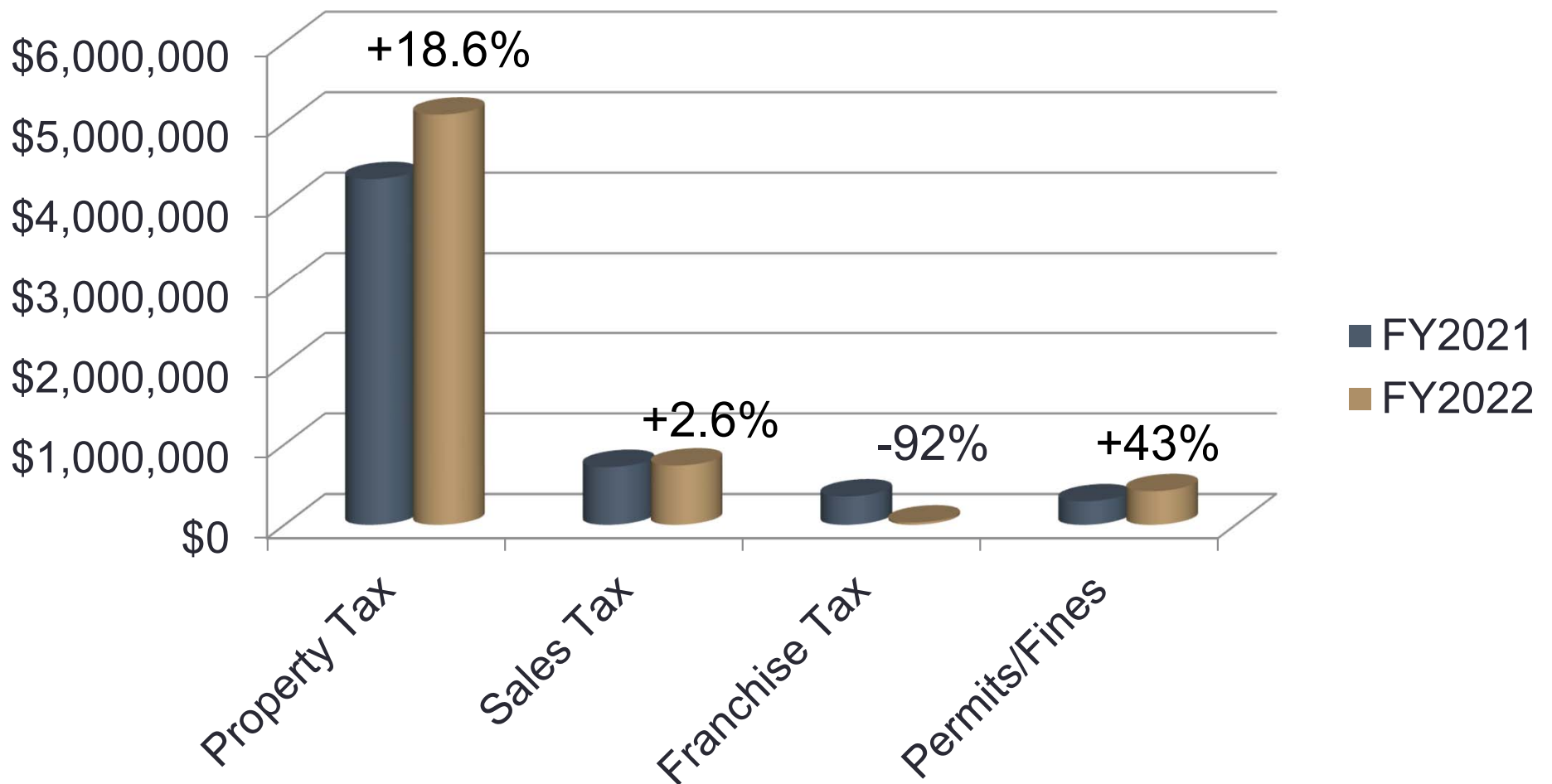
Revenue, Expense & Fund Balance Comparison

- General Fund revenues through December 2021 is \$7.5m. This is 21% more than the previous year through December 2020 which was \$6.2m.
- General Fund expenditures year-to-date was \$4.2m, or 2% more than the previous year total at December 2020, which was \$4.1m.
- Fund Balance at 12/31/21 is approximately \$13.4, which is an 18% increase over the prior year total.

General Fund

Major Revenue Comparison

as of December 31, 2021



General Fund

Major Revenue Comparison

as of December 30, 2021

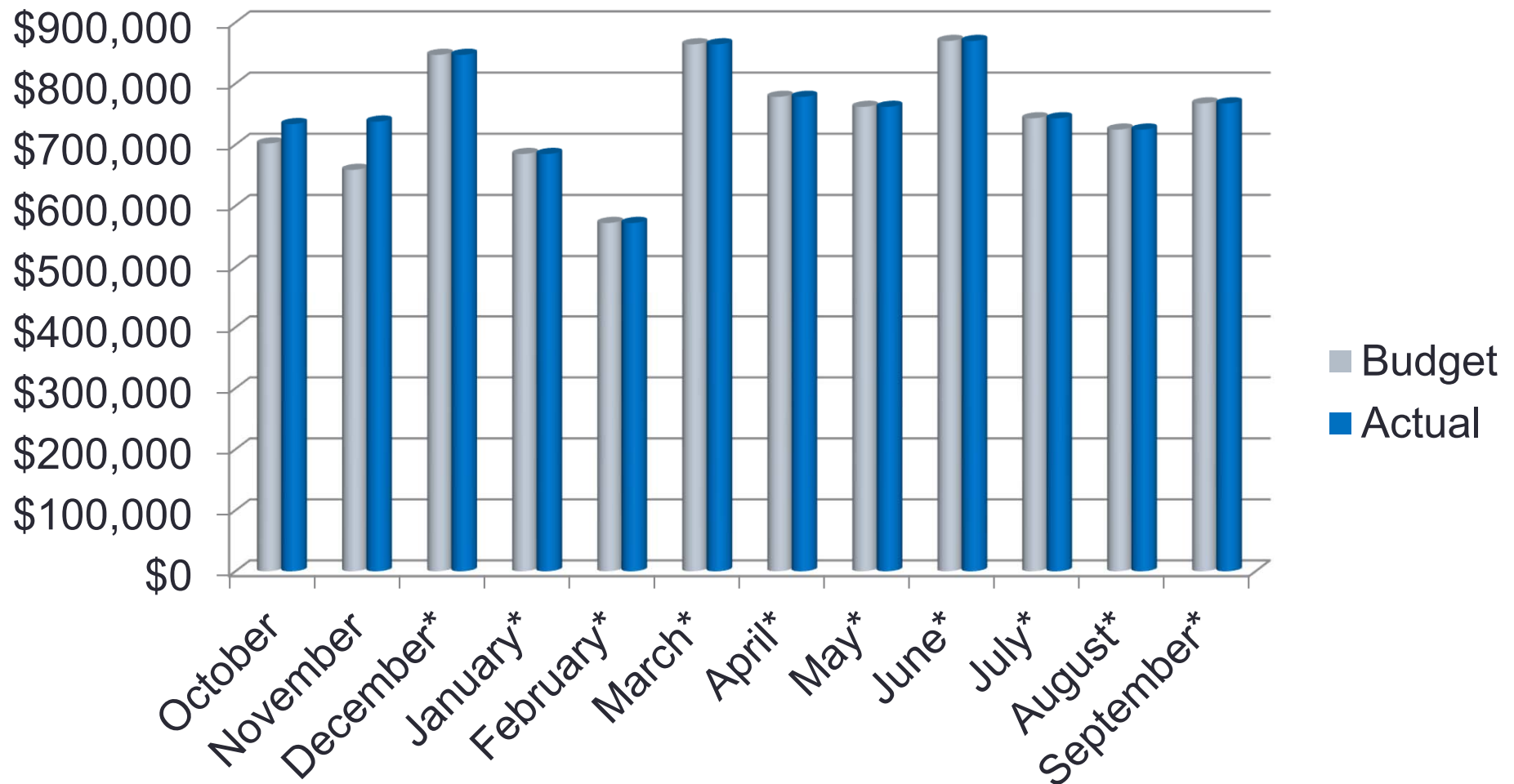
The City's five major revenue sources include: property tax, sales tax, franchise tax and permits/fines.

- To date, current **property tax** revenues are \$5,104,262. The budget is \$10,193,930, which is 50% collected. Total property taxes are \$5,104,262 (excluding the Denbury portion), and last year at December 2020 it was \$4,303,017 or an increase of 18.6%.
- **Sales taxes** allocated to the General Fund is \$736,356 or an increase of \$18,744 (+2.6%) as compared to the previous year total from December 2020.
- **Franchise tax** revenues are 92% less than the previous year. Franchise tax revenues are based on a percentage of a utility's gross receipts
- **Permits/Fines** are up 43%, or \$125,711 over the previous year to date.
 - Permits increased 42%: \$297,388 (FY21) vs \$208,869 (FY20) (i.e. building, electrical, mechanical, plan check fees)
 - Fines & Forfeitures increased 45%: \$119,765 (FY21) vs \$82,573 (FY20) (i.e. court)

Sales Tax Revenues

Budget vs. Actual

FY22



* Estimated

Sales Tax Revenues

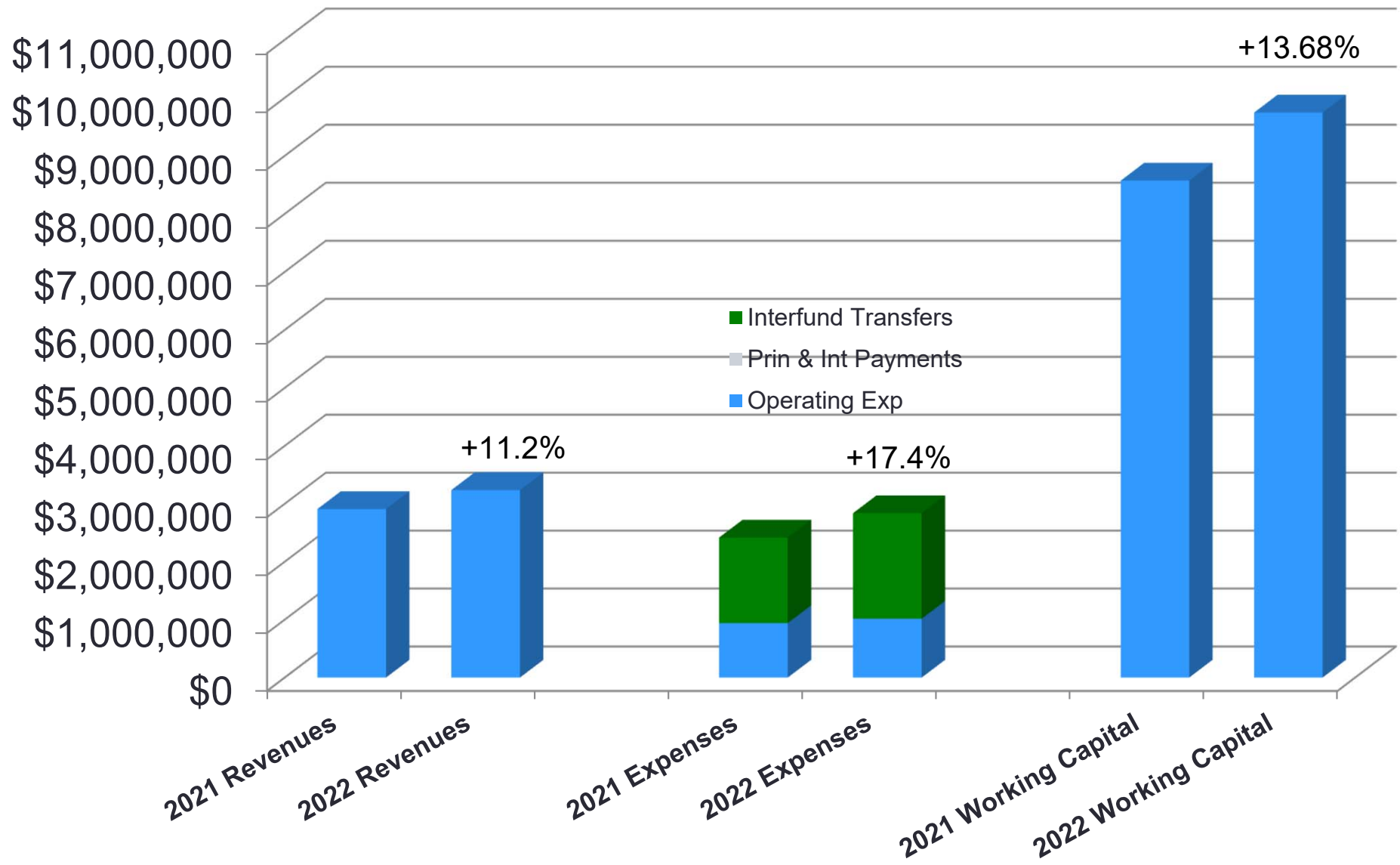
Budget vs. Actual

FY22

- Total sales tax collections (on a cash basis) is \$1,471,443 (Oct – Nov). Sales tax collections are 2 months behind the actual payment date.
- Actual sales tax collections through November, plus the December estimate, is \$2,318,338. The total budget for FY22 through December is \$2,207,715. This is \$110,623, or 5%, more than the FY22 budget.

UTILITY FUND

Revenue & Expense Comparison (YTD)



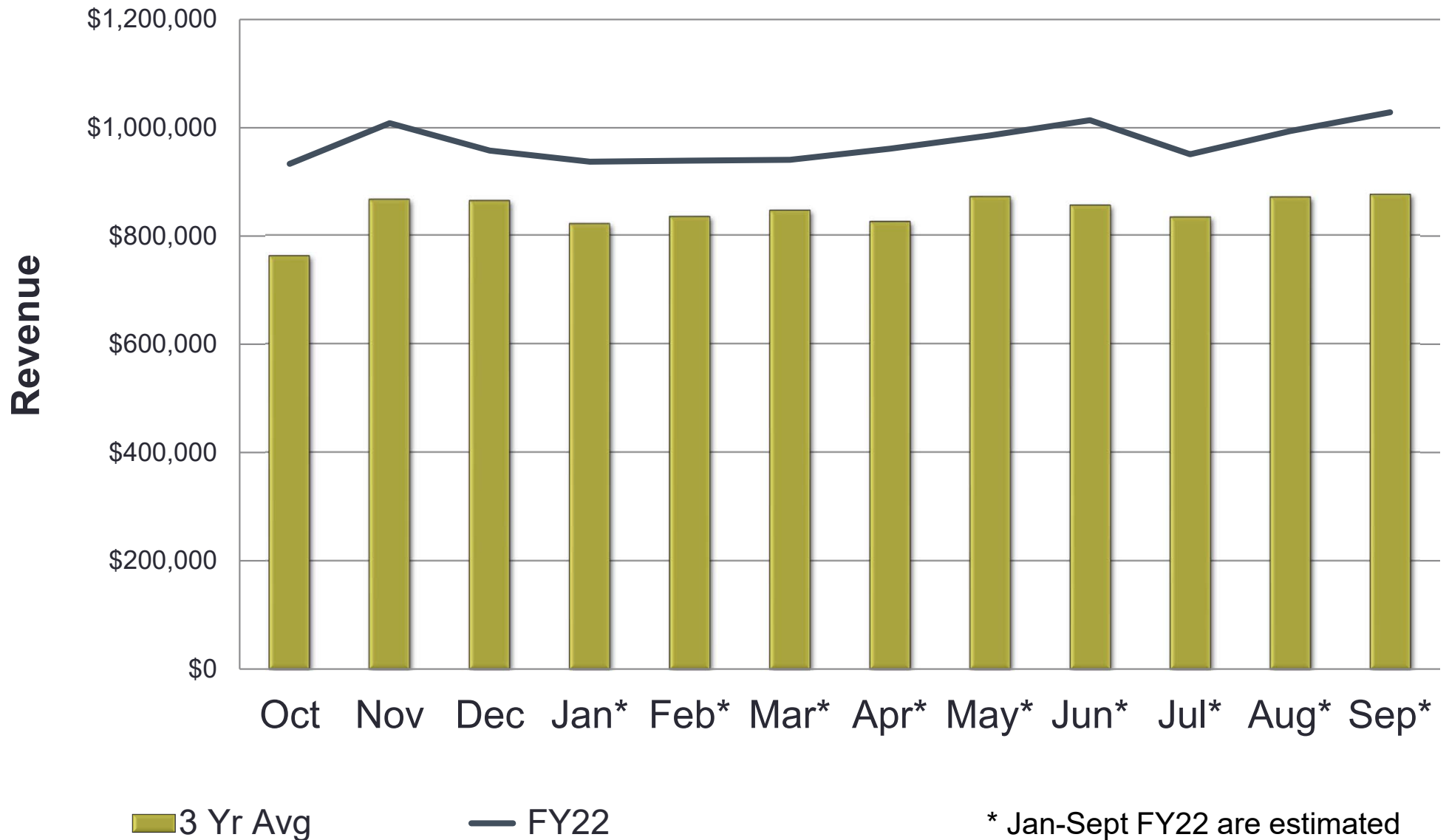
UTILITY FUND

Revenue & Expense Comparison (YTD)

- Total Utility Fund **revenues** are 11.2% higher than the previous YTD by \$326,805. This is primarily a result of growth and an increase in the utility rates.
- Utility Fund **operating exp** are \$420,990 or 17.4% higher in comparison to the previous year at 12/31/21 (i.e. salaries & wages, materials, supplies, contractual svcs).
- **Interfund Transfers** represent funds transferred from the Utility Fund to the Utility Projects Fund for utility projects or to the General Fund for the costs associated with providing administrative services –legal, human resource, finance, etc...--to the water and sewer operations. Also, interfund transfers to the Utility Debt Fund have increased due to funding of the Series 2019 and 2020 WSSR bonds.

Utility Fund

FY22 Water & Sewer Revenues Billed per Month



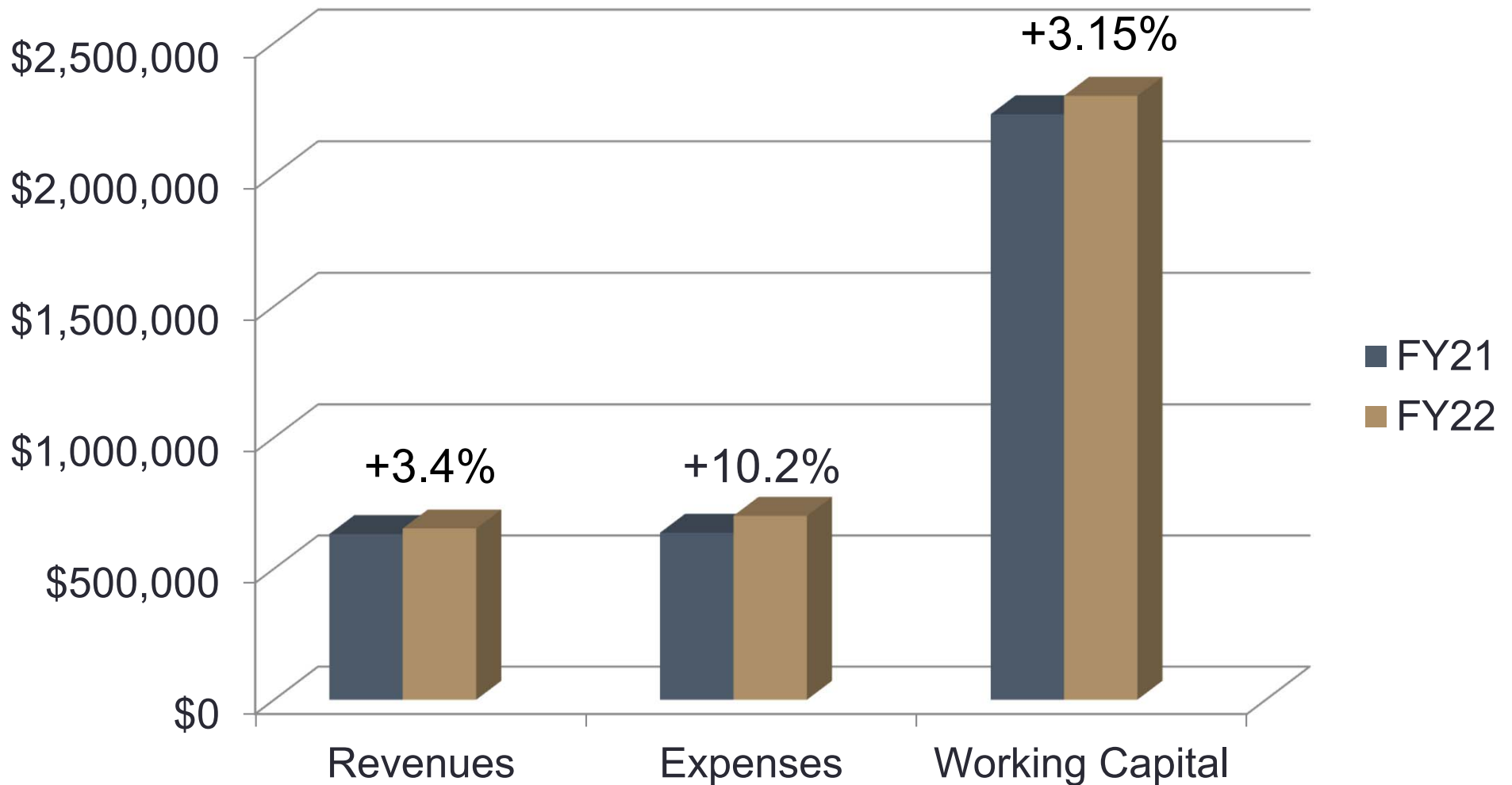
Utility Fund

Dec FY22 Water & Sewer Revenue Billing

- During the quarter (Dec 2021), the city billed \$1,338,057 for water and \$1,561,672 for wastewater, for a combined \$2,899,729.
- The previous billing for the quarter (Dec 2020) was \$1,313,870 for water and \$1,443,692 for wastewater, for a combined total of \$2,757,562.
- The 3-year historical average (FY19-FY21) for the quarter of Dec was \$2,490,236.
- Total charges for services for the quarter was \$984,383, which is a decrease of 9% over last year at December 2020 which was \$946,345. Other charges for services totaling \$27,314 include fire hydrant rentals, miscellaneous, investment income, sludge disposal, effluent fees, reconnect fees and storm water permit fees.

Sanitation Fund

Revenue & Expense Comparison (YTD)



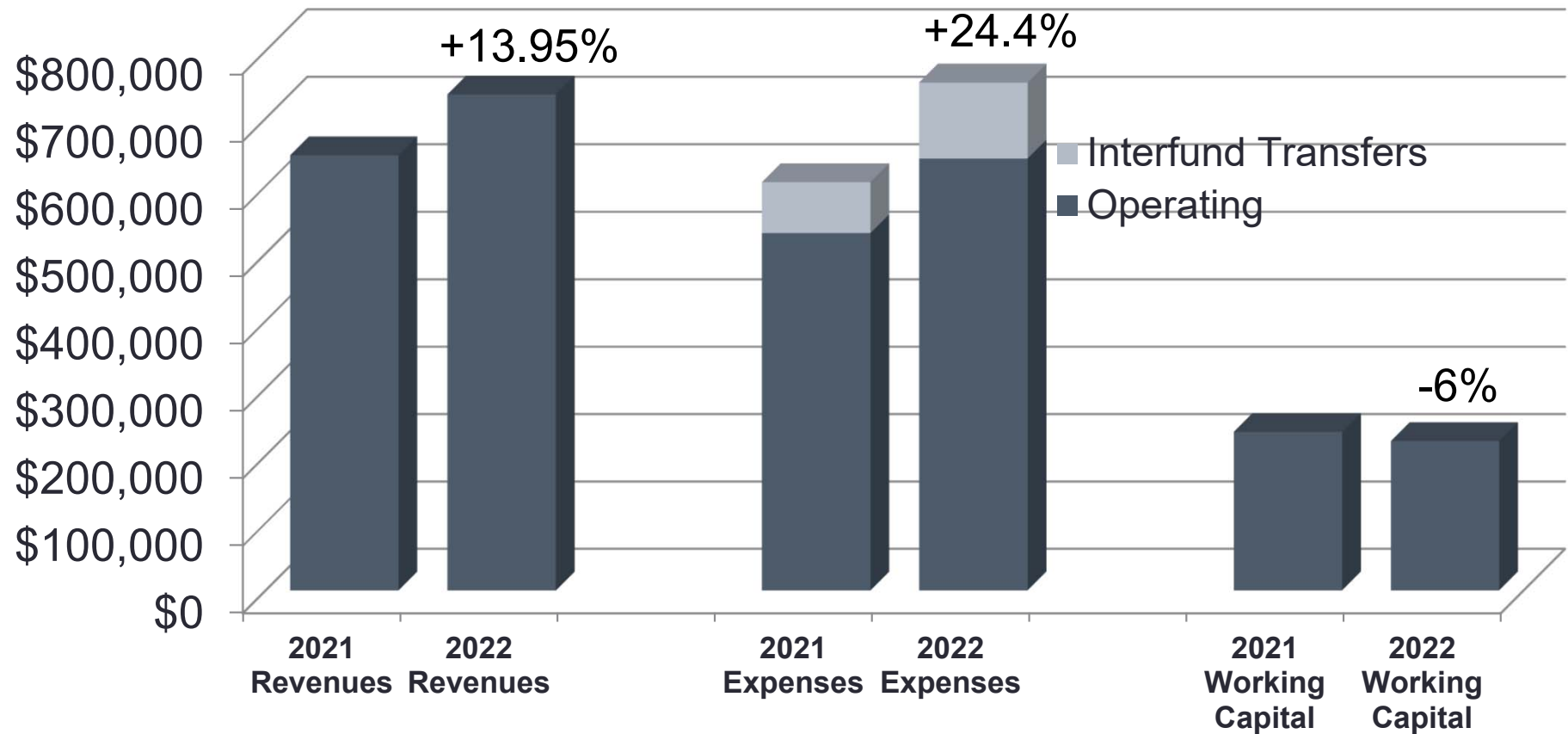
Sanitation Fund

Revenue & Expense Comparison (YTD)

- **Quarterly revenues** through December is \$653,048 in FY21, which is 3.37% more than the quarter ended December 2020 total of \$631,761. **Quarterly expenses** is \$701,456 which is \$64,735, or 10%, more than a year ago which was \$636,721.
- **Commercial garbage fee revenues** are \$418,395 through the quarter of December 2021. Last year through the same time period, the total was \$399,743. This is an increase of \$18,951.64, or 5%.
- **Residential garbage fees** for December 2021 is \$226,939. Through December 2020, the total was \$226,788. This is an increase of \$151.
- Contractor **expenditures** are up 8% in comparison to the previous year. Through December 2021, \$631,806 was expended and \$582,637 was incurred through December 2020.

EMS Fund

Revenue & Expense Comparison (YTD)



EMS Fund

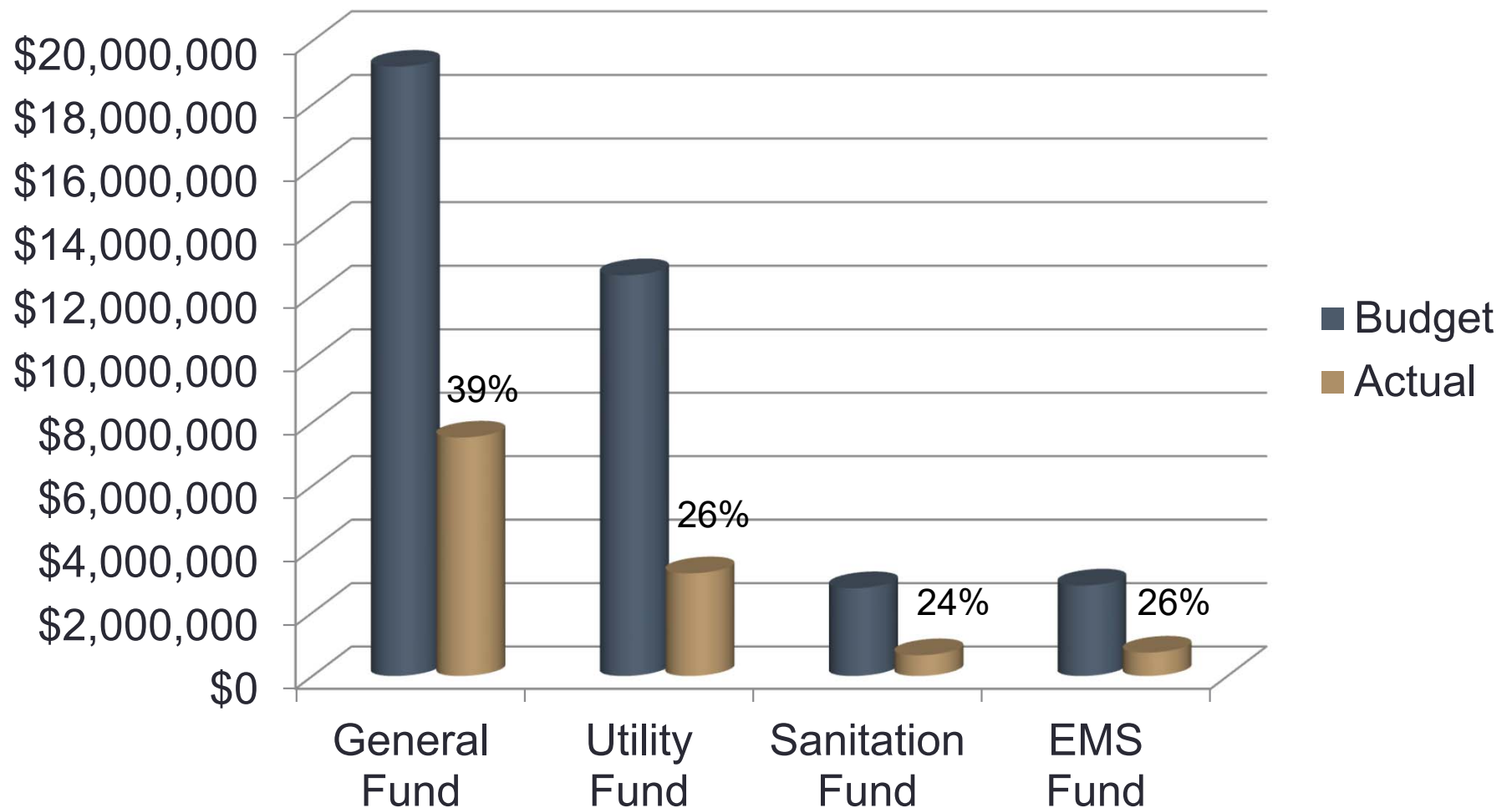
Revenue & Expense Comparison (YTD)

- **Total EMS revenues** through December 2021 (735,489) are up 13.95%, or \$90,019 as compared to last December 2020 (\$645,470). Revenues are contingent on services provided as well as collections from our billing company.
- FY21 **Medicaid and Medicare revenues** are down \$75,220, or -78%. Revenues for FY21 are \$20,989 as compared to \$96,209 for FY20.
- The YTD **EMS utility fee revenue** increased by 2.54% or \$5,292. The total for FY21 through December is \$213,842, and for FY20 through December it was \$208,550. The increase is due to a full year of billings that have materialized.
- YTD **operating expenditures** (excluding interfund transfers) are up \$110,295 (20.8%) from as compared to the same time in FY20. The majority of the increased expenditures are in contractual services (+\$51,016k) and personnel costs (+\$32,756k).
- The YTD **working capital** (or net cash available for operations) is \$221,809, or a decrease of -5.7% (or -\$13,378) as compared to the December FY20 balance of \$235,187.

Operating Revenues

Budget vs. Actual

as of December 2021 (25% of FY)



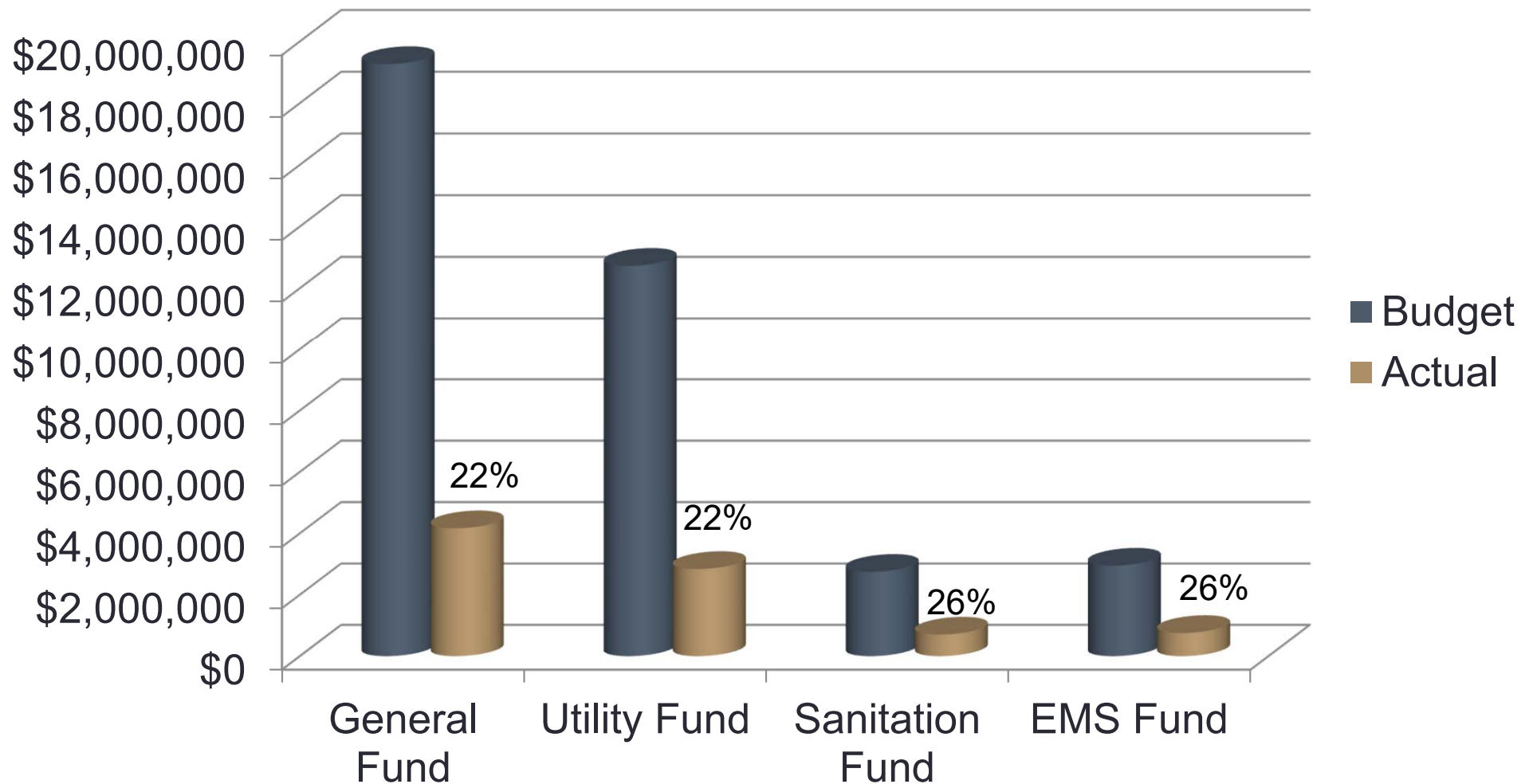
Operating Revenues

Budget vs. Actual

as of December 2021 (25% of FY)

- General Fund Revenues
 - Budget: \$19,186,245
 - Actual: \$7,517,379
 - 39%
- Utility Fund
 - Budget: \$12,625,627
 - Actual: \$3,235,819
 - 26%
- Sanitation Fund
 - Budget: \$2,767,183
 - Actual: \$653,048
 - 24%
- EMS Fund
 - Budget: \$2,851,717
 - Actual: \$735,489
 - 26%

Operating Expenditures Budget vs. Actual as of December 2021 (25% of FY)



Operating Expenditures

Budget vs. Actual

as of December 2021 (25% of FY)

- General Fund Exp
 - Budget: \$19,264,201
 - Actual: \$4,163,505
 - 22%
- Utility Fund
 - Budget: \$12,724,624
 - Actual: \$2,837,617
 - 22%
- Sanitation Fund
 - Budget: \$2,744,609
 - Actual: \$701,456
 - 26%
- EMS Fund
 - Budget: \$2,945,652
 - Actual: \$753,185
 - 26%

Cash and Investment Summary

Cash and Investments

December 31, 2021

General Fund	\$ 16,890,495
Utility Fund	37,304,434
Special Revenue Funds (a)	1,873,709
Cemetery Fund	770,806
Sanitation Fund	2,823,518
EMS	1,277,340
Capital Projects (Governmental) (b)	17,440,707
Capital Projects (Utility) (c)	58,559,443
Internal Service (d)	6,256,401
Debt Service*	(503,170)
Total	<u>\$ 142,693,683</u>

- a Fire Capital, Hotel, Municipal Court, Special Investigation, Senior, Public Education Governmental, and Donation Funds
- b Sales Tax Fund and Governmental Bond Funds
- c Utility Bond Funds
- d Central Shop, Vehicle Replacement, Computer Replacement / Maintenance Funds
- * Debt payments were paid in Dec causing a negative balance. Property taxes are still being received through January.

CITY OF ALVIN

MAJOR FUNDS RECAP

For the period ending 12/31/2021



**CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2021**

	CURRENT MONTH			%	YEAR TO DATE			%	CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	CHANGE		LAST YEAR	THIS YEAR	CHANGE			
GENERAL FUND										
REVENUES										
PROPERTY TAXES	3,777,587	4,293,341	14%	4,303,017	5,104,262	19%	10,193,930	5,089,668		
DENBURY (PAYMENT IN LIEU OF TAXES)	-	-	0%			0%	384,877	384,877		
SALES TAXES	227,936	245,558	8%	717,612	736,356	3%	2,999,674	2,263,318		
OTHER TAXES		5,088	0%		14,190	0%	53,000	38,810		
FRANCHISE TAXES	-	294	0%	351,909	28,265	-92%	1,205,000	1,176,735		
PERMITS AND LICENSES	83,404	71,523	-14%	208,869	297,388	42%	957,015	659,627		
FINES AND FORFEITURES	23,698	32,881	39%	82,573	119,765	45%	435,000	315,235		
CHARGES FOR SERVICES	10,412	2,701	-74%	116,824	37,310	-68%	553,025	515,715		
OTHER INCOME	8,281	(9,925)	-220%	40,869	(2,993)	-107%	259,749	262,742		
INTRAGOVERNMENTAL	138,189	138,440	0%	414,567	1,182,836	185%	2,144,975	962,139		
TOTAL REVENUES	4,269,508	4,779,902	12%	6,236,241	7,517,379	21%	19,186,245	11,668,866		
EXPENDITURES										
MAYOR AND COUNCIL	7,450	2,579	-65%	13,035	15,450	19%	56,361	40,911		
CITY SECRETARY	28,900	27,717	-4%	69,795	74,192	6%	383,431	309,240		
CITY ATTORNEY	21,669	24,511	13%	64,457	67,185	4%	366,703	299,519		
CITY MANAGER	25,513	28,083	10%	71,432	78,715	10%	390,248	311,533		
ECONOMIC DEVELOPMENTS	17,490	7,682	-56%	48,192	27,173	-44%	120,408	93,235		
FINANCE	35,987	32,726	-9%	101,406	106,646	5%	497,088	390,443		
COURT	23,117	23,618	2%	62,139	68,622	10%	307,962	239,340		
HUMAN RESOURCES	15,020	31,176	108%	39,716	63,753	61%	379,160	315,407		
CITY HALL	4,828	1,656	-66%	18,196	5,154	-72%	22,886	17,732		
POLICE	591,797	699,364	18%	1,717,195	1,831,901	7%	8,479,538	6,647,636		
HUMANE	42,480	48,233	14%	111,979	128,675	15%	601,875	473,199		
FIRE	52,569	77,114	47%	201,200	234,120	16%	1,238,679	1,004,559		
EMERGENCY MMGT	4,989	5,184	4%	15,412	19,758	28%	87,935	68,177		
ENGINEERING	62,705	80,701	29%	169,085	193,564	14%	1,241,390	1,047,826		
CODE ENFORCEMENT	9,616	10,119	5%	27,060	25,272	-7%	131,228	105,957		
PARKS AND RECREATION	185,585	146,036	-21%	404,980	368,770	-9%	1,672,070	1,303,300		
LIBRARY	3,859	7,235	87%	30,811	21,774	-29%	120,624	98,850		
NON-DEPARTMENTAL	140,895	215,484	53%	915,817	832,782	-9%	3,166,615	2,333,833		
TOTAL EXPENDITURES	1,274,468	1,469,219	15%	4,081,909	4,163,505	2%	19,264,201	15,100,696		
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				2,154,332	3,353,874					
BEGINNING FUND BALANCE				8,615,741	10,331,177					
ENDING FUND BALANCE				10,770,073	13,685,050					



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2021

HOTEL TAX FUND

REVENUES

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT</u>	<u>BUDGET</u>
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
OCCUPANCY TAXES	4,725	7,568	60%	60,438	14,058	-77%	275,000	260,942
OTHER OPERATING INCOME	380	640	68%	1,022	2,410	136%	23,200	20,790
TOTAL REVENUES	5,106	8,208	61%	61,459	16,468	-73%	298,200	281,732

EXPENDITURES

PERSONNEL	5,085	5,053	0%	14,045	14,686	5%	72,885	58,199
SUPPLIES	430	517	20%	573	1,167	104%	24,000	22,833
CONTRACT SERVICES	31,460	13,965	-56%	74,713	70,068	-6%	208,576	138,508
CAPITAL OUTLAY	-	-	0%	-	2,398	100%	2,500	103
DEBT SERVICE	-	-	0%	6,683	6,718	1%	7,203	485
INTERFUND TRANSFERS	2,214	5,665	156%	6,642	16,994	156%	67,977	50,983
TOTAL EXPENDITURES	39,189	25,199	-36%	102,655	112,031	9%	383,141	271,110

EXCESS (DEFICIENCY) OF
REVENUES OVER EXPENDITURES

(41,196) (95,563)

BEGINNING FUND BALANCE

645,984 547,426

ENDING FUND BALANCE

604,788 451,863



CITY OF ALVIN
BUDGET VS ACTUAL (Cash basis)
For the period ending 12/31/2021

UTILITY FUND

REVENUES

	<u>CURRENT MONTH</u>		%	<u>YEAR TO DATE</u>		%	CURRENT	BUDGET
	LAST YEAR	THIS YEAR	CHANGE	LAST YEAR	THIS YEAR	CHANGE	BUDGET	BALANCE
CHARGES FOR SERVICES	946,345	984,383	4%	2,846,985	2,983,683	5%	12,115,211	9,131,527
OTHER OPERATING INCOME	22,363	27,314	22%	62,028	252,135	306%	510,717	258,582
TOTAL REVENUES	968,707	1,011,697	4%	2,909,014	3,235,819	11%	12,625,927	9,390,109

EXPENDITURES

WATER	102,435	114,316	12%	232,040	286,931	24%	1,517,543	1,230,612
SEWER	55,862	57,981	4%	139,808	173,521	24%	1,031,675	858,155
WASTEWATER TREATMENT	94,172	105,886	12%	245,624	240,584	-2%	1,277,968	1,037,384
ADMINISTRATION	24,458	33,345	36%	68,131	92,311	35%	424,833	332,522
BILLING AND COLLECTIONS	26,968	35,419	31%	71,318	93,942	32%	487,967	394,025
PUBLIC SERVICES FACILITY	4,115	8,279	101%	13,297	24,396	83%	101,110	76,714
CODE ENFORCEMENT PROGRAM	6,213	4,821	-22%	19,568	14,051	-28%	74,435	60,384
CONTRACT SERVICES	37,568	32,030	0%	151,145	90,408	-40%	622,572	532,164

TOTAL OPERATING EXPENDITURES	351,792	392,077	11%	940,930	1,016,144	8%	5,538,103	4,521,959
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DEBT SERVICE PRINCIPAL & INT.		-	0%	1,988,296	1,981,087	0%	5,691,836	3,710,749
INTERFUND TRANSFERS	491,513	606,768	23%	1,475,697	1,821,473	23%	7,186,521	5,365,048

TOTAL EXPENDITURES	843,305	998,845	18%	4,404,923	4,818,704	9%	18,416,460	8,232,708
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EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				(1,495,909)	(1,582,885)			
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BEGINNING NET OPERATING ASSETS				8,573,192	9,746,219			
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ENDING NET OPERATING ASSETS				7,077,283	8,163,334			
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CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2021

SANITATION FUND

REVENUES

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			CURRENT BUDGET	BUDGET BALANCE
	LAST YEAR	THIS YEAR	% CHANGE	LAST YEAR	THIS YEAR	% CHANGE		
CHARGES FOR SERVICES	210,785	218,152	3%	631,236	652,694	3%	2,755,683	2,102,989
FRANCHISE FEE			0%			100%	11,000	
OTHER OPERATING INCOME	162	160	-1%	525	353	-33%	500	147
TOTAL REVENUES	210,947	218,312	3%	631,761	653,048	3%	2,767,183	2,103,135

EXPENDITURES

CONTRACT SERVICES	-	-	0%	582,637	631,806	8%	2,489,114	1,857,308
INTERFUND TRANSFERS	14,700	20,608	40%	44,251	59,765	35%	244,895	185,130
DEBT SERVICE			0%	9,833	9,885	1%	10,600	715
TOTAL EXPENDITURES	14,700	20,608	40%	636,721	701,456	10%	2,744,609	1,857,308

EXCESS (DEFICIENCY) OF
REVENUES OVER EXPENDITURES

(4,960)	(48,408)
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BEGINNING NET OPERATING ASSETS

2,233,627	2,347,374
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ENDING NET OPERATING ASSETS

2,228,667	2,298,965
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CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2021

EMS FUND

REVENUES

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT</u>	<u>BUDGET</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>%</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>%</u>	<u>BUDGET</u>	<u>BALANCE</u>
Hillcrest EMS/Fire Service	3,600	-	0%	3,600	-	0%	14,400	14,400
Emergency Service District	-	-	0%	92,250	-	-100%	402,750	402,750
Medicaid	1,388	-	-100%	5,752	471	-92%	28,000	27,529
Medicare	31,129	-	-100%	90,457	20,518	-77%	330,000	309,482
Service Charges - Intermedix	54,030	40,594	-25%	240,393	131,411	-45%	850,000	718,589
EMS Utility Fee	69,510	71,546	3%	208,550	213,842	3%	850,000	636,158
Other Operating Income	4,300	1,357	-68%	4,468	369,248	8163%	376,567	7,319

TOTAL REVENUES	163,957	113,497	-31%	645,470	735,489	14%	2,851,717	2,116,228
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Personnel	130,088	142,687	10%	342,961	375,717	10%	1,627,827	1,252,111
Supplies	21,161	34,392	63%	44,374	70,787	60%	243,572	172,785
Contract Services	23,532	22,521	-4%	136,089	187,105	37%	410,400	223,295
Debt Service	-	-	0%	6,844	6,895	1%	7,608	713
Interfund Transfers	25,103	37,561	50%	75,310	112,682	50%	450,727	338,045

OPERATING EXPENDITURES	199,884	237,160	19%	605,578	753,185	24%	2,740,134	1,986,949
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CAPITAL OUTLAY (NON RECURRING)	-	-	0%	-	-	#DIV/0!	205,518	205,518
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TOTAL EXPENDITURES	199,884	237,160	19%	605,578	753,185	24.4%	2,945,652	2,192,467
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EXCESS (DEFICIENCY) OF								
REVENUES OVER EXPENDITURES				39,892	(17,696)			

BEGINNING WORKING CAPITAL				213,998	309,062			
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ENDING WORKING CAPITAL				253,890	291,366			
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CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2021

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT</u>	<u>BUDGET</u>
	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>%</u>	<u>LAST YEAR</u>	<u>THIS YEAR</u>	<u>CHANGE</u>		
SALES TAX FUND								
<u>REVENUES</u>								
SALES TAX REVENUES	455,020	490,970	8%	1,434,079	1,481,540	3%	5,985,322	4,503,782
OTHER OPERATING INCOME	172	357	108%	2,720	146,215	5275%	145,746	(469)
TOTAL REVENUES	455,191	491,327	8%	1,436,799	1,627,755	13%	6,131,068	4,503,313
<u>EXPENDITURES</u>								
PERSONNEL (STREET)	69,329	74,993	8%	187,142	206,339	10%	1,194,620	988,281
PERSONNEL (CODE ENFORCEMENT)	1,693	1,797	6%	4,728	4,927	4%	23,137	18,210
SUPPLIES	12,572	14,495	15%	24,219	51,133	111%	253,697	202,564
CONTRACT SERVICES	52,557	85,107	62%	171,064	152,031	-11%	1,029,479	877,448
CAPITAL OUTLAY (CIP)	63,214	17,094	0%	78,712	116,337	48%	3,650,319	3,533,982
INTERFUND TRANSFERS	86,383	108,459	26%	275,553	328,344	19%	1,135,457	807,113
TOTAL EXPENDITURES	285,747	301,945	6%	741,418	859,110	16%	7,286,708	6,427,598
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES					768,644			
BEGINNING FUND BALANCE					10,476,105			
ENDING FUND BALANCE					11,244,750			



CITY OF ALVIN
BUDGET VS ACTUAL
For the period ending 12/31/2021

Fleet Maintenance Fund

REVENUES

	<u>CURRENT MONTH</u>			<u>YEAR TO DATE</u>			<u>CURRENT</u>	<u>BUDGET</u>
	LAST YEAR	THIS YEAR	%	LAST YEAR	THIS YEAR	%	BUDGET	BALANCE
INTRA GOVERNMENTAL TRANSFERS	63,741	64,289	1%	191,222	192,866	1%	771,462	578,597
OTHER OPERATING INCOME	(12,710)	1,701	-113%	10,188	2,123	-79%	100	(2,023)
TOTAL REVENUES	51,031	65,990	-23%	201,411	194,989	-3%	771,562	576,574

EXPENDITURES

PERSONNEL	13,224	14,763	12%	36,934	39,998	8%	198,167	158,169
SUPPLIES	5,913	13,636	131%	19,895	27,437	38%	172,273	144,836
CONTRACT SERVICES	22,886	38,655	69%	123,239	115,170	-7%	428,016	312,846
CAPITAL OUTLAY			0%			0%	25,000	25,000
INTERFUND TRANSFERS	2,709	6,971	157%	8,128	20,914	157%	83,656	75,528
TOTAL EXPENDITURES	44,733	74,025	65%	188,196	203,519	8%	907,112	716,379

EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(8,530)
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BEGINNING OPERATING ASSETS	745,005
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ENDING OPERATING ASSETS	<u><u>736,475</u></u>
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Cash and Investment Summary
December 30, 2021

General Fund	\$	16,890,495
Utility Fund		37,304,434
Special Revenue Funds (a)		1,873,709
Cemetery Fund		770,806
Sanitation Fund		2,823,518
EMS		1,277,340
Capital Projects (Governmental) (b)		17,440,707
Capital Projects (Utility) (c)		58,559,443
Internal Service (d)		6,256,401
Debt Service*		(503,170)
Total	\$	<u>142,693,683</u>

* Debt payments were paid in Dec causing a negative balance.
Property taxes are still being received through January.



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: Administrative Services

Contact: Michael Higgins, Dir. of Admin Services

Agenda Item: Acknowledge receipt of the Quarterly Investment Report ending December 31, 2021.

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

Summary: The City Charter requires the Director of Administrative Services to report on the financial condition of the City each quarter.

In 2013, the City of Alvin adopted the Public Funds Investment Act pursuant to Chapter 2256 of the Texas Government Code. The Code contains certain requirements for investing public funds and how those funds are to be administered. These requirements include annual reviews of the policy, training, internal controls, prudence, ethics, and reporting.

The City's investment policy states that the investment officer shall generate quarterly (investment) reports to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending December 31, 2021.

In summary, the City of Alvin has an investment portfolio as of December 31, 2021, of **\$96 million**, which consists of \$81 million invested in the Local Government Investment Pools, \$1.6 in Certificates of Deposits and Fixed Income Securities, and \$13.4 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was \$18,466. The City's yield for the quarter was .06% (or 6 basis points) and the 90-day T-Bill was .05% (or 5 basis points).

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:** 1/25/2022 SLH

Supporting documents attached:

- Investment Report – September 2021

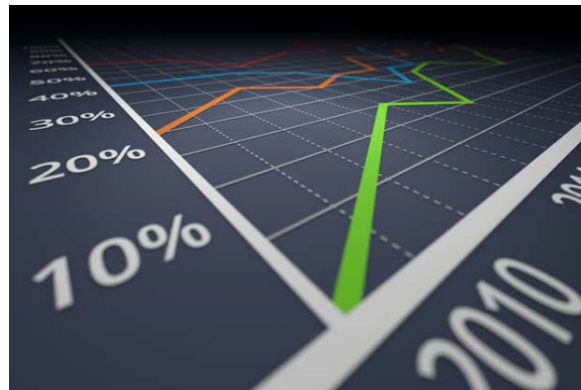
Recommendation: Move to acknowledge receipt of the Quarterly Investment Report ending December 31, 2021.

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

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



City of Alvin
Quarterly Investment Report
December 31, 2021



City of Alvin
Investment Report Commentary
For the Quarter Ended December 30, 2021

The City of Alvin's investment portfolio at December 31, 2021, was **\$96,052,549**, which was a decrease of \$3,251,088 during the quarter. At September 30, 2021, the portfolio total was **\$99,303,637**. The majority of the decrease was to meet operating needs as property tax collections will start coming in later in the quarter. The portfolio consists of \$81 million invested in the Investment Pools, \$1.6 million in Fixed Income Securities (i.e. CD's and Municipal Bonds), and \$13.4 million in the City's bank depository accounts (i.e. checking accounts). Interest earned during the quarter was **\$18,466**. During the previous quarter, total interest was **\$14,134**. The overall yield rate had a very slight increase during the quarter.

The City of Alvin earned a Weighted Average Yield-to-Maturity (WAM) rate of **.06%** during the current quarter. The market benchmark rate that is used as a comparison is the 90-day T-Bill which was **.05%** for the quarter. The City's yield was nearly the same as the 90 day T-Bill rate. During the previous quarter, the city's Weighted Average Yield-to-Maturity rate was **.05%** and the 90-day T-Bill average was **.05%**.

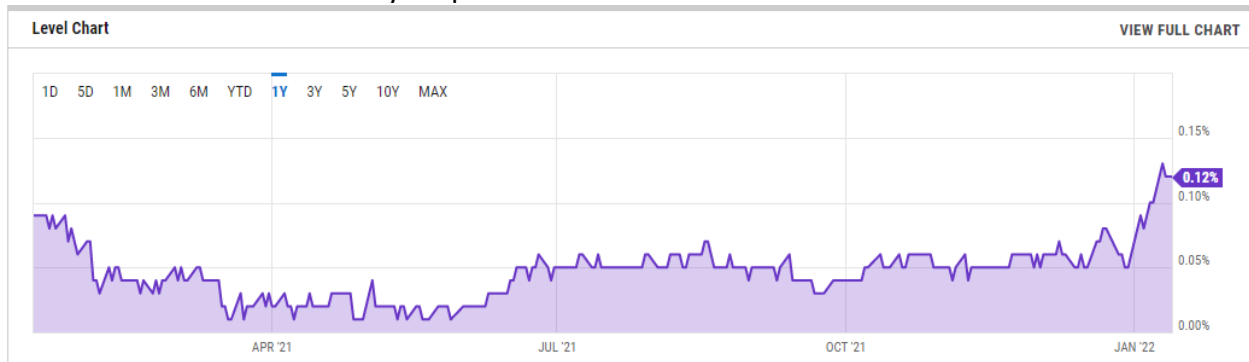
The overall Weighted Average Maturity (WAM in days) was **4.3 days** during the quarter, compared to **4.6 days** in the previous quarter. The WAM days are very low because 98% of the portfolio is invested in the 1 day maturities, primarily investment pools. The slight increase in the WAM during this quarter was due to the recent purchase of one fixed income security which has a longer-term maturity date. The City's maximum allowable maturity days varies on the type of investment which can range from 30 days to 3 years.

As mentioned above, the City's benchmark rate is the 90-day T-Bill, which was .06% (or 6 basis points) for the quarter. The T-Bill rate a year ago at December 31, 2020, was .09% (or 9 basis points), and two years ago the rate was 1.58% (or 158 basis points).

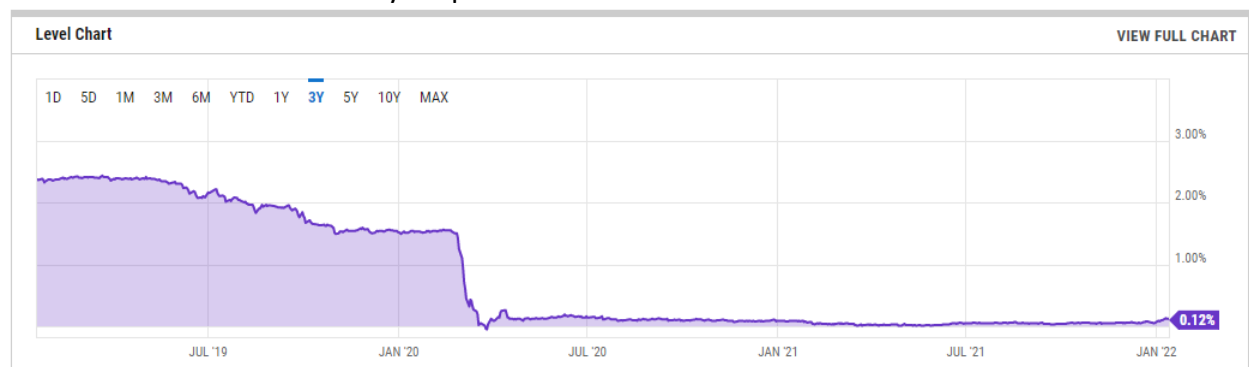
According to the Texstar December 2021 newsletter dated October 12, 2021, *"The fundamentals of fixed income markets have changed considerably over 2021. We have moved from a market environment expecting the Federal Reserve (Fed) to be on hold for years to come, to one in which the Fed is seeking to tighten monetary policy and expectations of multiple rate hikes in 2022. Three new Covid-19 variants were designated by the World Health Organization in 2021, which led to further disruptions in supply chains and international travel. However, it was the ever extending timeframe for "transitory" inflation, which was the greatest surprise of 2021. Currently, U.S. inflation has surged to the highest levels seen this century. This has been due to a multitude of factors such as higher shelter and car prices, which are both expected to continue rising as we enter 2022. Services inflation is also picking up while core goods inflation has increased by over 9% year-on-year. With this said, economic growth remains strong and corporate health is resilient as companies are able to pass along these inflated costs to consumers."*

In addition, below is a historical comparison of the T-Bill which shows how flat the market has been over the recent year and over a 3-year period.

3-Month T-Bill rates over a 1-year period



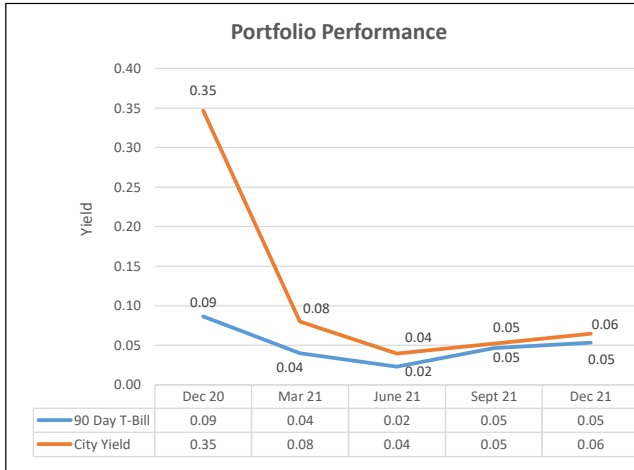
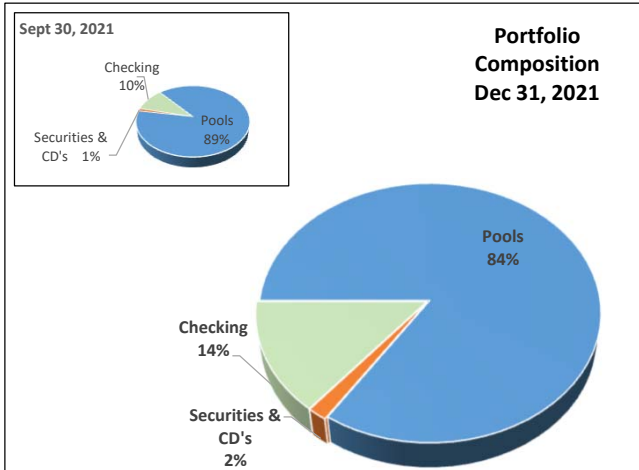
3-Month T-Bill rates over a 3-year period



The City of Alvin Finance Department will continue to monitor the market and the rates looking for the best options to increase our investment earnings, while remaining in a safe position. In addition, we are monitoring our bank depository balances more closely as the earnings credit rate for the bank account is currently at .25% (offset by fees).

**City of Alvin
Investment Portfolio
December 31, 2021**

Asset type	CUSIP	Purchase Date	Maturity Date	Days to Maturity	Avg Yield for Qtr	September 30, 2021		Net Purchases & Disb During Qtr	December 31, 2021		Interest Earned During Qtr
						Book Value	Market Value		Book Value	Market Value	
Bank Depository/Demand Accounts			open	1	0.250%	10,026,908	10,026,908	3,416,665	13,443,573	13,443,573	3,190
Cert of Deposit - BMW Bank North Am.	05580AWS9	6/26/2020	6/27/2022	178	0.250%	249,000	249,334		249,000	249,000	1,868
Cert of Deposit - NY Community Bank	649447UC1	11/9/2020	11/9/2022	313	0.200%	250,000	250,180		250,000	249,732	1,500
Municipal Bond - Barber's Hill ISD	067167YC4	4/9/2021	2/15/2022	46	0.150%	350,000	356,222		350,000	351,955	1,575
Municipal Bond - Dallas ISD ISD	235308C43	9/30/2021	2/15/2023	411	0.190%	250,000	263,022		250,000	260,601	1,425
Municipal Bond - Dublin Lease Revenue	26362QAA7	10/14/2021	6/1/2022	152	0.171%	-	-	517,181	517,181	512,907	2,321
Investment Pool - Texstar			open	1	0.011%	46,346,148	46,346,147	(3,192,093)	43,154,055	43,154,055	1,272
Investment Pool - Texas Class			open	1	0.056%	29,014,178	29,014,178	17,683	29,031,860	29,031,860	4,096
Investment Pool - Texas Class (CRF 2020)			open	1	0.056%	3,002,551	3,002,551	421	3,002,972	3,002,972	421
Investment Pool - Texas Class (ARP 2021)			open	1	0.056%	3,310,875	3,310,875	464	3,311,339	3,311,339	464
Investment Pool - Texpool			open	1	0.037%	5,131,764	5,131,764	(3,999,791)	1,131,973	1,131,973	209
Investment Pool - Texpool (TIRZ#2)			open	1	0.037%	1,352,457	1,352,457	126	1,352,583	1,352,583	126
						\$99,283,880	\$99,303,637	(\$3,239,345)	\$96,044,535	\$96,052,549	\$18,466

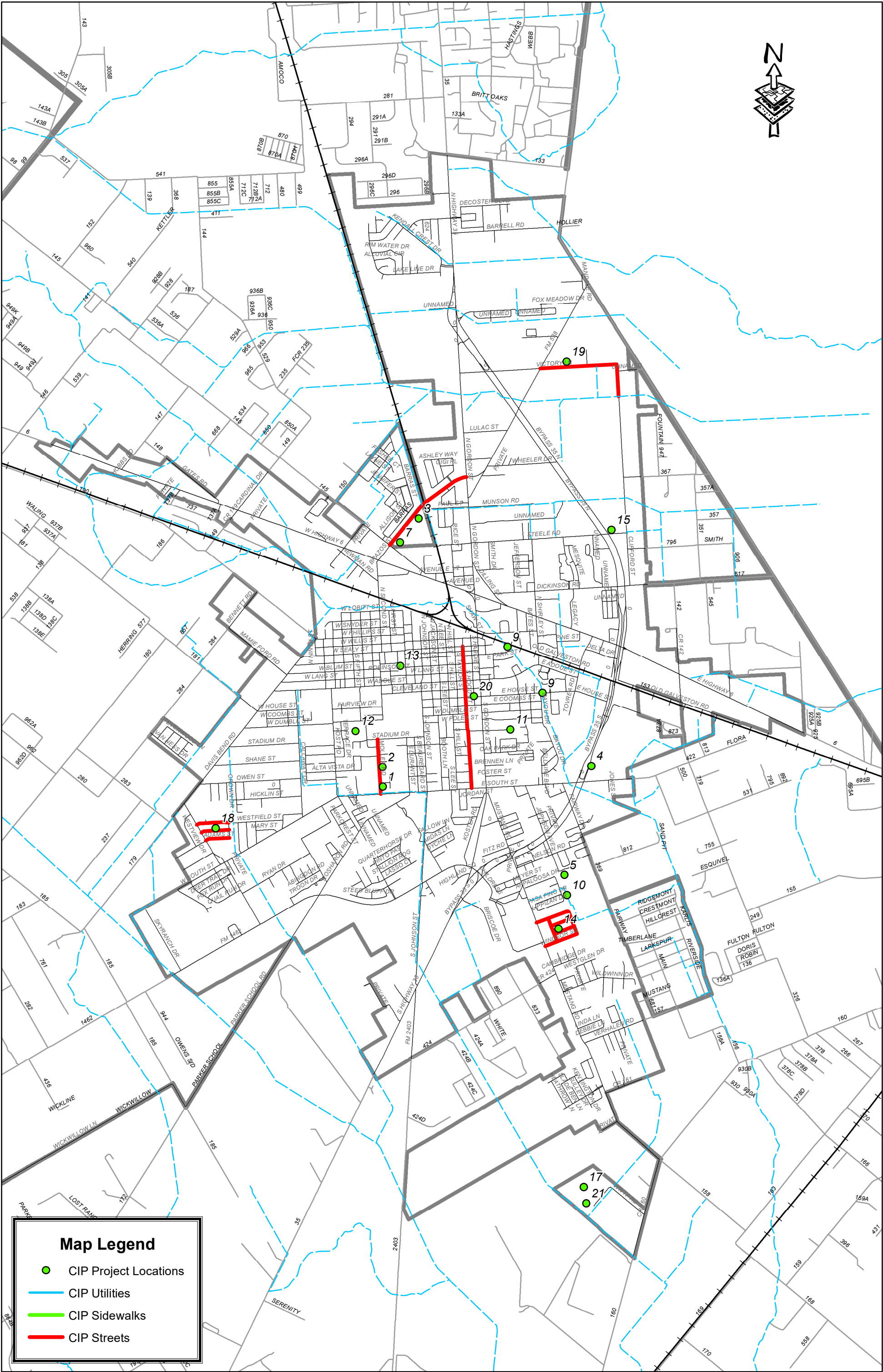


	9/30/2021	12/31/2021
Book Value	\$99,283,880	\$96,044,535
Market Value	\$99,303,637	\$96,052,549
Change in MV		(\$3,251,088)
Weighted Avg Maturity (days)	4.6	4.3
Weighted Avg YTM	0.052%	0.065%
Avg Yield of 90 day T-Bill	0.047%	0.053%
Accrued Interest @ 12/31/21		\$7,813

Michael Higgins
Director of Administrative Services

**Capital Improvement Program
Quarterly Report
February 2022**





FY 2022 CIP Project Location Map





Moller Road Storm Sewer and Pavement Improvements Phase 1

Project Number:	1
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund / Bond Funds
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 1 on the CIP project location map.
Project Description:	This project includes the design of the first of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the third of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Triple B Services started construction of this 410 calendar day project on October 20, 2021.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$249,932	\$250,000	2018	
<u>CONSTRUCTION</u>	\$1,803,659	\$1,292,299	\$1,800,000	2019	Bond
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$2,053,659	\$1,542,231	\$2,050,000		



Moller Road Storm Sewer and Pavement Improvements Phase 2 (Design)

Project Number:	2
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Moller Road near South Street. Project location identified as number 2 on the CIP project location map.
Project Description:	This project includes the design of the second of a three phase project to add a storm sewer system, concrete curb and gutter pavement, and sidewalk along Moller Road. This is the fourth of several drainage improvement projects that were recommended in the M-1 Ditch Watershed Study that was completed in January 2011 by Dannenbaum Engineering.
Project Justification:	To improve drainage in the M-1 Ditch Watershed by adding a storm sewer system along Moller Road.
Current Status:	Dannenbaum Engineering is completing the final design of the project and a final plan set is anticipated to be ready in February 2022. This project will bid in October/November 2022 so that construction can start once construction of Moller Road Storm Sewer and Pavement Improvements Phase 1 is complete.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$250,000	\$381,980	\$381,980	2019	Bond
<u>CONSTRUCTION</u>	\$3,550,000		\$3,700,000	2020	Bond
<u>GEO. STUDY</u>					
<u>TOTAL:</u>	\$3,800,000	\$381,980	\$4,081,980		



FM 528 Extension (Design)

Project Number:	3
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Extension of FM 528 from Gordon Street to Highway 6. Project location identified as number 3 on the CIP project location map.
Project Description:	This project involves the construction of the extension of FM 528 from Gordon Street to Highway 6 along right-of-way that has been acquired in the last ten plus years.
Project Justification:	Completion of this project will help to relieve traffic congestion at the Gordon Street and Highway 6 intersection, as well as, provide a secondary evacuation route over the railroad tracks in the event that the railroad underpass along Highway 6 floods.
Current Status:	TXDOT has this project scheduled to let for construction in 2028. Council approved an Advance Funding Agreement with TXDOT for their review of the plans for the project on 7/16/2020. HDR submitted the plans to TXDOT for review on 9/30/2020. In June 2021 TXDOT informed HDR that the project drainage would have to be redesigned to include Atlas 14 design parameters and the bridge would have to be redesigned using the inverted tee green ribbon bent caps before they would do a full review of the plans. On August 2, 2021 TXDOT notified HDR that they would accept the aesthetics of the bridge as designed and would not required the inverted tee green ribbon bent caps. In November 2021 HDR received more review comments from TXDOT regarding the need to redesign the roadway/bridge typical section using new criteria for shared use bike/pedestrian pathways.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	30-35 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,000,000	\$1,186,353.11	\$1,000,000	2018	
<u>CONSTRUCTION</u>	\$15,100,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$16,100,000	\$1,186,353.11	\$1,000,000		



Lift Station 30 Expansion & HWY 35 Bypass Gravity Mains

Project Number:	4
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Lift Station 30 Expansion and HWY 35 Bypass gravity mains. Project location identified as number 4 on the CIP project location map.
Project Description:	This project includes the expansion of lift station 30 from a firm capacity of 4.61 MGD to a firm pumping capacity of 11.5 MGD. This project includes a new 24 inch force main, and the upsizing of the gravity lines to 36 inches immediately upstream and downstream of lift station 30.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	On April 15, 2021 Council awarded a bid to TLC Construction Contract Services for the construction of this 330 calendar day project. The Preconstruction meeting for the project was held on June 2, 2021 and the Notice to Proceed was issued June 21, 2021. Construction in progress.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,495,900	\$760,515	\$679,865	2018	Bonds
<u>CONSTRUCTION</u>	\$10,064,900	\$8,833,433	\$10,064,900	2019/2020	Bonds
<u>OTHER</u>					
<u>TOTAL:</u>	\$11,560,800	\$9,593,948	\$10,744,765		



54" Eastside Interceptor

Project Number:	5
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018/2019/2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Replacement 54" Eastside Interceptor. Project location identified as number 5 on the CIP project location map.
Project Description:	This project includes the construction of a 54 inch wastewater line from the 35 Bypass to the WWTP. The model showed the existing 27 inch and 33 inch wastewater lines do not have enough capacity to convey existing peak flows to the plant.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	Bids were opened on November 17, 2020 and Harper Brothers Construction, LLC was the qualified low bidder. Council awarded the bid in the amount of \$16,044,022 to Harper Brothers at their meeting on December 17, 2020. This is a 540 calendar day project. The Pre-Construction Meeting was held on March 24, 2021 and construction started April 26, 2021. Construction in progress.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	30+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$2,165,300	\$2,076,000	\$2,076,000	2018	Bond
<u>CONSTRUCTION</u>	\$16,399,450	\$16,044,022	\$16,047,130	2019/2020	Bond
<u>OTHER</u>	\$89,865	\$89,865		2019	Bond
<u>TOTAL:</u>	\$18,654,615	\$18,209,887	\$18,123,130		



Northwest and Northeast Sanitary Sewer Basin Rehabilitation Project

Project Number:	6
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan - Wastewater CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer / Public Services Director
Project Location:	Northwest and Northeast Sanitary Sewer Basins in the northern portion of the City.
Project Description:	Utilities Master Plan recommended that a Sanitary Sewer Evaluation Survey be conducted throughout the Northeast and Northwest Basins to identify sources of Inflow and Infiltration. Once sources of I/I are found, the City should address them as required to reduce excess water from entering the wastewater system.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	City Council awarded a bid to Mitchell Contracting, Inc. on September 17, 2020 in the amount of \$540,265. This is a 122 calendar day project. The Notice to Proceed was issued on November 30, 2020. The final inspection for this project was held on July 15, 2021. The contractor completed a portion of the final inspection punch list in December 2021.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$95,300	\$95,200	\$95,300	2018	
<u>CONSTRUCTION</u>	\$855,700	\$540,265	\$850,000	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$951,000	\$635,465	\$945,300		



Water Plant #6 Tank Replacement Remaining Work

Project Number:	7
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2018 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	Water Plant No. 6 Ground Storage Tank Replacement identified as project number 7 on the CIP project location map.
Project Description:	Decommission three existing 0.43 MG ground storage tanks and add new 1.5 MG ground storage tank at Water Plant No. 6
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	The contract with T & C Construction, Ltd. was terminated on 11/9/2020 due to their inability to complete the project. The tank was placed online in December 2020 and the remaining site work was bid on 11/23/2021. The City Council awarded a bid for the remaining work on 1/6/2022 to W.W. Payton Corporation in the amount of \$415,635. Construction is anticipated to start in February 2022 on this 75 calendar day project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$526,500	\$330,380	\$330,380	2018	Bond
<u>CONSTRUCTION</u>	\$2,632,500	\$2,583,157	\$2,583,157	2018/2022	Bond/Impact Fees
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,159,000	\$2,913,537	\$2,913,537		



Wayfinding Signs Project

Project Number:	8
Project Type:	Wayfinding
Strategic Plan:	Planning for directional movement in the City to key locations.
Funding:	General Fund
Assigned:	Economic Development Coordinator
Project Location:	Corporate City Limits
Project Description:	To develop a wayfinding signage system that will create a uniqueness about Alvin while also improving the economic vitality of lesser known parts of the City that tourists and visitors may not be aware of.
Project Justification:	By implementing wayfinding signage, visitors will be easily directed to key locations creating a more positive experience and it will encourage others to see what the City of Alvin has to offer beyond the visible elements on the main roadways.
Current Status:	Ongoing (01/10/22): Requested revisions to the planning document that would direct motorists to the train depot instead of city hall for the visitor center (CVB). Staff is considering relocating the CVB back to the train depot, which would alter a few directional signs. Once determined whether the visitor center will be located at city hall or the train depot, a bid package will be created for fabrication and installation of the signs.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	N/A

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$50,000	\$49,500	\$49,500	2019	
<u>CONSTRUCTION</u>	\$180,500	\$180,500	\$105,500	2020	
<u>OTHER</u>					
<u>TOTAL:</u>	\$230,500	\$230,000	\$155,000		



Mustang Bayou Bank Repair

Project Number:	9
Project Type:	Park / Drainage
Strategic Plan:	Maintain Infrastructure
Funding:	General Fund
Assigned:	City Engineer / Parks Director / City Attorney
Project Location:	Two areas along the bank of Mustang Bayou that washed out during Hurricane Harvey. Project location identified as number 9 on the CIP project location map.
Project Description:	This project includes the design and repair of two locations along Mustang Bayou where the bayou side slope failed due to flood waters from Hurricane Harvey.
Project Justification:	This project is needed to restore the portion of the Hike and Bike Trail that was destroyed due to the side slope failure and to restore the bayou.
Current Status:	City Council awarded the bid to WadeCon, LLC in an amount not to exceed \$519,266 on August 5, 2021. Construction to start in mid February 2022.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	20 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$156,408	\$156,408	\$156,408	2018	
<u>CONSTRUCTION</u>	\$302,126	\$519,266	\$519,266	2022/FEMA	
<u>OTHER</u>					
<u>TOTAL:</u>	\$458,534	\$675,674	\$675,674		



Hike and Bike Trail Phase III Design

Project Number:	10
Project Type:	Parks
Strategic Plan:	Extending the existing hike and bike trail as a key addition to the Alvin trail system for non-motorized transportation
Funding:	General Fund
Assigned:	Parks and Recreation Director
Project Location:	Identified on the CIP project location map as project number 10 . South Street to Mustang Road within the Corporate City Limits.
Project Description:	Design third phase of the existing Hike and Bike Trail adding approximately 1.6 miles of trail to the existing 1.7 miles.
Project Justification:	Provide non-motorized transportation from downtown Alvin to Alvin Community College.
Current Status:	Kimley/Horn is working on the final design of the trail.
Impact on Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20+ years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$100,000	\$150,000	\$150,000	2020/2021	
<u>CONSTRUCTION</u>	\$2,756,000				
<u>OTHER</u>					
<u>TOTAL:</u>	\$2,856,000	\$150,000	\$150,000		



Water Line Improvements Phase 3

Project Number:	11
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2020 Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 11 on the CIP project location map.
Project Description:	New 8-inch and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by House Street, Bayou Drive, South Street, and Gordon Street. In addition replacement of waterline along Foley Street and within an easement from Legion Street to Adoue Street.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering is completing the 100% plans in order to bid the project in May 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$549,900	\$549,900	\$549,900	2019	Bond
<u>CONSTRUCTION</u>	\$2,728,092		\$2,728,092	2019/2020	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,277,992	\$549,900	\$3,277,992		



Water Line Improvements Phase 4

Project Number:	12
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2022
Funding:	Water and Sewer Bond Funds
Assigned:	City Engineer
Project Location:	General project location identified as project 12 on the CIP project location map.
Project Description:	New 12-inch, 10-inch, 8-inch, and 6-inch water lines to connect and replace existing small diameter water lines in the area bounded by Blum Street, Johnson Street, South Street, and Callaway Drive.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	It is anticipated that design of this project will start in May / June 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$527,500		\$527,500	2015/2018	Bond
<u>CONSTRUCTION</u>	\$2,645,034		\$2,645,034	2019/2020/2023	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,172,534	\$0	\$3,172,534		



Water Plant #4 Tank Replacement

Project Number:	13
Project Type:	Water
Strategic Plan:	2015 Utility Master Plan - Water CIP Projects - 2020
Funding:	2021 Water and Sewer Bonds / Impact Fees
Assigned:	City Engineer
Project Location:	Water Plant No. 4 Ground Storage Tank Replacement identified as project number 13 on the CIP project location map.
Project Description:	Decommission the existing 0.21 and 0.43 Million Gallon (MG) steel ground storage tanks and add a new 1.0 MG concrete ground storage tank at Water Plant #4.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	LJA Engineering is working on the final design of the project.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$351,000	\$378,500	\$378,500	2021	Impact Fees
<u>CONSTRUCTION</u>	\$2,900,000		\$915,587	2018	Bond/Impact Fees
<u>OTHER</u>					
<u>TOTAL:</u>	\$3,251,000	\$378,500	\$1,294,087		



2021 Asphalt Pavement Project (Contractor)

Project Number:	14
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Windsor Square, Oxford Road, Hurstgreen Lane, and Coventry Lane. Identified as number 14 on the CIP Project Location Map.
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations will be determined based on recommendations from the 2014 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	Council awarded a bid to Texas Materials Group, Inc. at their meeting on 11/18/2021 in the amount of \$1,651,931. Construction to start in February 2022 for this 120 calendar day project.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$98,000	\$98,000	2021	
<u>CONSTRUCTION</u>	\$1,300,000	\$1,651,931	\$1,651,931	2021/2022	
<u>OTHER</u>		\$35,000	\$35,000	2020	Geo./Topo.
<u>TOTAL:</u>	\$1,300,000	\$1,784,931	\$1,784,931		



Lift Station 23 Expansion Project (design)

Project Number:	15
Project Type:	Sewer
Strategic Plan:	2015 Utility Master Plan
Funding:	2015 Certificates of Obligation Bond Funds/ 2022 Water and Sewer Revenue Bond
Assigned:	City Engineer
Project Location:	Lift Station 23 Expansion. Project location identified as number 15 on the CIP project location map.
Project Description:	This project includes the expansion of lift station 23 from a firm capacity of 2.02 MGD to a firm pumping capacity of 9.0 MGD and elimination of lift stations 15 and 16. This project includes 7,000 feet of new 24 inch force main along Bypass 35, and the upsizing 14,720 feet of the gravity mains along Steele Rd., N. Gordon, Rice St., and Ave. E 1/2 ranging in size from 15-inch to 30-inch.
Project Justification:	Identified in the 2015 Utility Master Plan by Freese and Nichols, Inc. that was approved by the City Council on March 3, 2016.
Current Status:	On October 21, 2021 City Council approved a professional services agreement with LJA for the acquisition of 35 easements and 1 fee simple property acquisition that are required for the construction of the project.
Impact to Operating Budget:	Yes
Estimated Useful Life of Capital Investment:	20-25 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$1,389,800	\$1,389,800	\$1,389,800	2015	Bond
<u>CONSTRUCTION</u>	\$19,800,000		\$2,248,800	2022	Bond
<u>OTHER- Easement Acquisition</u>	\$150,000	\$151,200	\$151,200	2022	Bond
<u>TOTAL:</u>	\$21,339,800	\$1,541,000	\$3,789,800		



2021 Wastewater Master Plan Update / Utility Rate Study

Project Number:	16
Project Type:	Utility
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	All areas of the City and ETJ that the Wastewater System serves.
Project Description:	This project will provide an update to the wastewater portion of the City's Utility Master Plan that was done in 2015, provide an evaluation of the City's West-Central/Central Sanitary Sewer Basins, and provide a Water and Wastewater Rate Study (the last one was done in 2016).
Project Justification:	This project is needed in order to evaluate the City's Wastewater System now that projects that were recommended in the 2015 Utility Master Plan are in process or complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. It is anticipated that design will be complete in 18 months. The kickoff meeting for the project was held on February 3, 2021. The wastewater flow monitoring was completed on May 27, 2021. Staff met with Freese on September 29, 2021 to discuss the preliminary findings. The draft Wastewater Master Plan Report is scheduled to be submitted to Staff in February 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	5-10 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$380,000	\$380,000	\$380,000	2021	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$380,000	\$380,000	\$380,000		



2021 Wastewater Treatment Plant Facility Plan

Project Number:	17
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	Utility Project Fund
Assigned:	City Engineer / Public Services Director
Project Location:	City's Wastewater Treatment Plant. Identified as number 17 on the CIP Project Location Map.
Project Description:	This project will provide an evaluation of the City's Wastewater Treatment Plant and develop a facility plan that will identify improvements that will be required at the plant in the 5-year, 10-year, and 20-year planning periods.
Project Justification:	This project is needed in order to evaluate the City's only wastewater treatment plant now that the two optimization projects (2008 and 2018) are complete.
Current Status:	Council approved a contract with Freese and Nichols for engineering design services at their meeting on January 7, 2021. This evaluation will use wastewater flow projections from the Wastewater Master Plan Update, therefore this plan is time dependent on that plan. The project kickoff meeting was held on February 3, 2021 and the onsite assessment of the WWTP was conducted on March 3, 2021. Preliminary results of the onsite assessment were presented to Staff on April 21, 2021. Flow monitoring results were received May 27, 2021. Staff met with Freese on October 13, 2021 to discuss their preliminary findings. The draft report is expected in February 2022.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$59,914	\$59,914	\$59,914	2021	
<u>CONSTRUCTION</u>					
<u>OTHER</u>					
<u>TOTAL:</u>	\$59,914	\$59,914	\$59,914		



2021 Concrete Pavement and Drainage Project

Project Number:	18
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Westfield Drive (Adams Street to Rowan Burton), Perry Lane (Adams Street to Rowan Burton), and Adams Street (portion that runs east-west to Rowan Burton). Project location identified as a number 18 on the CIP Project Location Map.
Project Description:	This project includes the removal and replacement of concrete pavement / curbs, the installation of storm pipe, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	On June 3, 2021 Council approved an engineering services agreement with Adico Consulting Engineers, LLC for the design of the project. Staff reviewed the final plan set and submitted comments to Adico in January 2022. This project is scheduled to bid in March 2022.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>		\$140,460			
<u>CONSTRUCTION</u>	\$1,584,000		\$1,800,000	2021	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,584,000	\$140,460	\$1,800,000		



2022 Asphalt Pavement Project

Project Number:	19
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Victory Lane from FM 528 to Clifford Street and Clifford Street from Victory Lane to the bridge over the D-4 Ditch. Identified as number 19 on the CIP Project Location Map.
Project Description:	This project involves the rehabilitation of various asphalt streets within the City of Alvin. The project includes the reclamation, stabilization, and overlay of asphalt streets. The project locations were determined based on recommendations from the 2020 Asphalt Pavement Assessment by JET Consulting.
Project Justification:	To improve existing infrastructure.
Current Status:	It is anticipated that design will start in March 2022.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	10-15 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>	\$1,500,000		\$1,500,000	2022	
<u>OTHER</u>					
<u>TOTAL:</u>	\$1,500,000	\$0	\$1,500,000		



2022 Concrete Pavement and Drainage Project

Project Number:	20
Project Type:	Streets
Strategic Plan:	Maintain Infrastructure
Funding:	Sales Tax Fund
Assigned:	City Engineer
Project Location:	Hood Street from Sealy Street to South Street. Project location identified as a number 20 on the CIP Project Location Map.
Project Description:	This project includes the removal and replacement of concrete pavement / curbs, the installation of storm pipe, manholes, inlets, and sidewalks.
Project Justification:	This project will replace the broken and uneven pavement and upgrade the storm system to allow for proper drainage.
Current Status:	It is anticipated that design of this project will start in May 2022.
Impact on Operating Budget:	No
Estimated Useful Life of Capital Investment:	25-30 years

PROJECT COST					
	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>					
<u>CONSTRUCTION</u>			\$1,600,000	2022	
<u>OTHER</u>					
<u>TOTAL:</u>	\$0	\$0	\$1,600,000		



Wastewater Treatment Plant Critical Improvements

Project Number:	21
Project Type:	Sewer
Strategic Plan:	Maintain Infrastructure / Planning for the Future
Funding:	FY 2022/2023 Water and Wasterwater Revenue Bonds
Assigned:	City Engineer / Public Services Director
Project Location:	City's Wastewater Treatment Plant. Identified as number 21 on the CIP Project Location Map.
Project Description:	Complete critical WWTP improvements to the influent screen and lift station, grit removal system, a new blower at the aeration basins, erosion control at the clarifiers, two new RAS pumps, valves and flow meters, new tanks and improvements at the chemical building, new gates/valves/guardrails at the aerated sludge holding tank, one new blower, a blower replacement and miscellaneous improvements.
Project Justification:	These critical improvements were noted during the initial inspection of the plant for the 2021 WWTP Facility Plan.
Current Status:	Staff has requested a proposal from Freese and Nichols for engineering design of these critical improvements.
Impact to Operating Budget:	No
Estimated Useful Life of Capital Investment:	25+ years

PROJECT COST

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>FUNDS BUDGETED</u>	<u>FISCAL YEAR</u>	
<u>DESIGN</u>	\$701,276		\$701,276	2022	Bond
<u>CONSTRUCTION</u>	\$4,079,867		\$4,079,864	2022/2023	Bond
<u>OTHER</u>					
<u>TOTAL:</u>	\$4,781,143	\$0	\$4,781,140		



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: Parks and Recreation

Contact: Dan Kelinske

Agenda Item: Consider an award of Bid (B-22-01) to Carpenter Bus Sales for the purchase of a 2022 Ford E-450 StarCraft All Star 27-foot-long bus, accommodating 21 passenger + 2 wheelchair accessible bus in an amount not to exceed \$87,900; 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: Replacement of the current bus, being a 2006 Ford E-450 Aerotech and having a capacity of 20 passengers + 1 wheelchair was identified for replacement in Fiscal Year 2022.

Bid #B-22-01 advertised on January 9, 2022, and January 16, 2022, bids were opened on January 25, 2022, with Carpenter Bus Sales providing the lowest/best value bid for a 2022 Ford E-450 StarCraft All Star 27' bus, accommodating 21 passengers + 2 wheelchairs.

Bid Results as follows:

Carpenter Bus Sales - \$87,900

Creative Bus Sales - \$99,999.00

Texas Bus Sales - \$87,150.00 (discounted bid due to substitution of different style bus other than specified in the bid document)

Funding for this purchase was identified in the FY22 budget. Staff recommends awarding purchase of a 2022 Ford E-450 StarCraft All Star 27-foot-long bus from Carpenter Bus Sales.

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

Funding Account: 612-8002-00-4250 **Amount:** \$87,900 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☐ **Date Completed:** _____

Supporting documents attached:

- Proposals from Bid B-22-01
- Bid Tabulation from Bid B-22-01

Recommendation: Move to approve an award of Bid (B-22-01) to Carpenter Bus Sales for the purchase of a 2022 Ford E-450 StarCraft All Star 27-foot-long bus accommodating 21 passengers + 2 wheelchairs.

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

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

SEALED BID No B-22-01 – SENIOR CENTER BUS

**Submitted to :
Office of the Secretary
216 W. Sealy Alvin, Texas 77511**

Attention – Dixie Roberts, City Secretary

Bid Submitted by Carpenter Bus, LLC

**Keith Campbell
Regional Sales Manager
Carpenter Bus Sales
Waco, Texas
Cell # 254.405.0614
Keith@carpenterbus.com**

3.00 Minimum Specifications:

One 2022 model FORD E-450 STARCRAFT ALLSTAR 27' BUS 7.3L V-GAS ENGINE. This unit shall be furnished complete with standard equipment and factory installed accessories as listed in the manufacturer's printed literature for the model specified herein. The following are minimum specifications and shall be provided whether shown as optional or standard equipment by the manufacturer. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. Bids falling below these minimum specifications must be identified as an alternate bid.

*An X indicates that items meet or exceed specifications detailed at left. If an item does not meet minimum specifications, please note and provide exception explanation on attached SPECIFICATION COMPLIANCE CERTIFICATION FORM.

Meets Minimum Specifications (X)

3.1 E-450 STARCRAFT ALLSTAR 27':

A. 7.3 L V8 – GAS ENGINE	<u>X</u>
B. 21 +2WS CAPACITY	<u>X</u>
C. CONVERTS TO 23 + 1 WS CAPACITY w/ fold down seat, included	<u>X</u>
D. 65,000 BTU REAR HEATER	<u>X</u>
E. 70,000 BTU A/C WITH DUAL COMPRESSORS	<u>X</u>
F. SEATING – ARMRESTS AT AISLE	<u>X</u>
G. SEATING – HIGH- BACK RECLINER SEATS WITH RETRACTABLE SEAT BELTS	<u>X</u>
H. SEATING – TRACK SEATING	<u>X</u>
I. SEATING – SIDE SLIDERS	<u>X</u>
J. SEATING – DELUXE DRIVER'S SEAT (RECLINE)	<u>X</u>
K. SEATING – QUALITY VINYL FABRIC	<u>X</u>
L. WHEELCHAIR EQUIPMENT – FULLY AUTOMATIC WHEELCHAIR LIFT	<u>X</u>
M. WHEELCHAIR EQUIPMENT – TWO (2) Q-STRAINT WHEELCHAIR TIE DOWNS	<u>X</u>
N. REAR VIEW CAMERA	<u>X</u>
O. INTERIOR - GRAY FLOORING, PADDED VINYL WALLS & CEILING	<u>X</u>
P. 5 YEAR / 100,000 MILE BODY WARRANTY	<u>X</u>
Q. 60,000 MILE CHASSIS WARRANTY	<u>X</u>
R. AUTHORIZED SERVICE CENTER LOCATED WITHIN 50 MILES OF 77511	<u>X</u>

CONTRACTOR REFERENCES

Customer Name:	VANDERBILT UNIVERSITY	
Contact:	DAVID BARKS	Title: MANAGER
Address:	NASHVILLE TENNESSEE	Phone No.: 615. 936. 8584
Scope of Work:	CAMPUS SHUTTLE	Length of Service: 3 YEARS

Customer Name:	NAVIENT HEALTH INC.	
Contact:	JEREMY RAY	Title: OPS MGR
Address:	777 HEMLOCK ST. MACON, GA 31201	Phone No.: 478. 633. 1470
Scope of Work:	PATIENT TRANSPORT	Length of Service: 1 YEAR

Customer Name:	ATLANTIC TRANSPORTATION SERVICES INC.	
Contact:	DONNA CAJIN	Title: GENERAL MANAGER
Address:	4200 WISCONSIN AVE WASHINGTON DC	Phone No.: 202. 355. 2825
Scope of Work:	GOVERNMENT CONTRACTS 2016	Length of Service: 3 YEARS

CITY OF ALVIN SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of CARPENTER BUS SALES offers the City of Alvin, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model No. 2022 STARCRAFT A11/STAR 27' BUS

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation
☐	
☐	
☐	
☐	
☐	
☐	

The above item as detailed per specifications and any exceptions if offered (check one):



Without exceptions



With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Alvin, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name:

CARPENTER BUS SALES, LLC

Authorized Representative:

KEITH CAMPBELL

Signature:

REGIONAL SALES MANAGER

Title:

Date:

1-19-22

BID PROPOSAL

In addition to providing Unit Price and Item Total, vendor/bidder must also specify Manufacturer and Stock number bid.

In addition to providing Unit Price and Item Total, Vendor/Bidder must also specify:				
Item No.	Item Description	Est. Quantity	Unit Price	Item Total
1.	2022 FORD E-450 STARCRAFT ALLSTAR 27' Bus 7.3L V-GAS ENGINE	1	\$ 87,900	\$ 87,900
		GRAND TOTAL		\$ 87,900 ⁻

We quote the above FOB Alvin, Texas. Shipment can be made in 30 days from receipt of order.
 Terms Due upon delivery net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Alvin, Texas,
 within a reasonable period of time constitutes a contract.

BIDDER: CARPENTER BUS, LLC
ADDRESS: 132 ROYAL OAKS BLVD FRANKLIN, TENNESSEE 37067
PHONE NO.: 800. 370. 6180 KEITH'S CELL 254. 405. 0614
EMAIL: KEITH@CARPENTERBUS.COM
KEITH T. CAMPBELL REGIONAL SALES MANAGER
AUTHORIZED REPRESENTATIVE TITLE
KEITH T. CAMPBELL 1-19-22
AUTHORIZED SIGNATURE DATE

VEHICLE LICENSES

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Texas Vehicle Commission Code, Chapter 2301 of the Texas Occupations Code to be licensed by Motor Vehicle Division of the Texas Department of Transportation

In order for a bid to be compliance with the Motor Vehicle Commission Code, the following entities must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name STARCRFT BUS and Manufacturer's License No. 2147695

2. Name FOREST RIVER BUS and Manufacturer's License No. 1300448

General Distinguishing No. P128266 (Franchised TX dealer)

Bidders are encouraged to submit the above information with their bid. If not submitted with the bid, bidders must submit the above information within 10 working days after receipt of a written request from the city or the bidder may not be considered for award.

Firm Name: CARPENTER BUS, LLC

Signature: K.T. Campbell

Print Name: KEITA T. CAMPBELL

Title: REGIONAL SALES MANAGER



CITY OF ALVIN

January 9, 2022

NOTICE TO BIDDERS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, TX 77511 no later than 2:00 P.M., Tuesday, January 25, 2022.

Bids will then be publicly opened and read aloud at 2:15 P.M., on Tuesday January 25, 2022, in the City Council Chambers, Alvin City Hall, 2nd Floor, 216 West Sealy, Alvin, TX 77511 for the following:

**1 (ONE) 2022 FORD E-450 Starcraft Allstar 27' Bus
7.3L V8-Gas Engine**

The bid award will be made at a regularly scheduled meeting of the City of Alvin City Council. Bidding information and specifications may be found on the City of Alvin's website: [www.alvin-tx.gov/ Departments](http://www.alvin-tx.gov/Departments) & Utilities/Bidding Information.

All bids received must be marked "SEALED BID No. B-22-01 - SENIOR CENTER BUS", on the outside of a completely sealed envelope and submitted in writing to the Office of the City Secretary, 216 W. Sealy, Alvin, Texas, 77511.

Dixie Roberts, City Secretary
City of Alvin

ADS RUN on January 9, 2022 and January 16, 2022

BID INVITATION

**PARKS AND RECREATION
DEPARTMENT**
City of Alvin
216 West Sealy
Alvin, TX 77511
(281) 388-4315

DATE: January 9, 2022
BID NAME: Senior Center Bus
BID NUMBER: B-22-01

ITEM(S) OUT FOR BID:

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Allstar 27' Bus
7.3L V8-Gas Engine**

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3. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids, and shall be identified by the bidder as such.
4. All materials bid are to be bid FOB Alvin, Texas, delivered to the floor of the location indicated.
5. The City of Alvin, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
6. In case of default after bid award, the City of Alvin, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
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14. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
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1.00 Standard Terms and Conditions

The City of Alvin, Texas desires to enter into a contract with reliable firm(s) to furnish "**1 (ONE) 2022 FORD E-450 Starcraft Allstar 27' Bus 7.3L V-Gas Engine**" in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Alvin reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.1 General Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Alvin's interpretation shall govern.

A. Bids shall be submitted to the following address:

City of Alvin
216 W. Sealy
Alvin, TX 77511
Attn: Dixie Roberts
Scaled Bid B-22-01 "Senior Center Bus"

B. The Bidder must complete and return with the bid, attached to this specification the "Bid Compliance Certification" form. **NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.**

C. **TWO** complete duplicates of vendor's bid will be submitted to the City in bid package with current business card.

D. **Three** commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference must include: customer who supervises contract, their position, address, phone number, scope of work vendor provides to customer, and length of time vendor has serviced customer.

E. To obtain results, copies of the bid sheets, specifications, bidding documents please visit the City's website: www.alvin-tx.gov / Departments & Utilities / Bidding Information. All questions must be received in writing to: droberts@cityofalvin.com

1.2 Funding

Funds for payment have been provided through the City of Alvin budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Alvin fiscal year shall be subject to budget approval by the City Council.

1.3 Late Bids

Bids received in the Office of the City Secretary after the submission deadline will be considered void and unacceptable. The City

of Alvin is not responsible for lateness or non-delivery of mail, carrier, etc., the date/time stamp in the Office of the Alvin City Secretary shall be the official time of receipt.

1.4 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.5 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.6 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.7 Sales Tax

The City of Alvin is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.8 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. All prices must be in ink.

1.9 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidders ability to comply with the contract. Delivery

All delivery and freight charges (FOB City of Alvin designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Alvin assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

1.10 Delivery Promise - Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. **Do not** quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the Parks and Recreation Department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, of failure to meet specifications, authorizes the Public Services Department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.11 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Alvin, shall constitute a contract equally binding between the successful bidder and the City of Alvin. No invoices will be paid prior to acceptance of contract by City of Alvin. No different or additional terms will become a part of this contract.

1.12 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.13 Purchase Order

A purchase order shall be provided by the City of Alvin to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.14 References

The City of Alvin requests bidder to supply with this bid, a list of five (5) references where like products or service have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.15 Conflict of Interest

No public official shall have interest in this contract accept in accordance with the Texas Local Government Code, Chapter 171.

1.16 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.17 Insurance INSURANCE NOT REQUIRED FOR THIS BID.

1.18 Contractor's Liability

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.19 Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Alvin to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Alvin shall act as sole judge in determining quality and acceptability of products offered.

1.20 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin. Addenda will be posted to the city's website: www.alvin-tx.gov / Departments & Utilities / Bidding Information.

1.21 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.22 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.23 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.24 Termination of Contract

The City of Alvin reserves the right to terminate the contract immediately in the event the successful bidder:

Fails to meet delivery schedules;
Defaults in the payment of any fees;
Otherwise fails to perform in accordance with this contract;
Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Alvin may have in law or equity. Bidder, in submitting this bid, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.25 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.26 Patent/Copyrights

The successful bidder agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

1.27 Invoices

Invoices submitted for payment shall be addressed to City of Alvin, Accounts Payable and shall reference the City of Alvin approved purchase order number. Payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.28 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.29 Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

1.30 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Alvin.

1.31 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.32 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

2.00 City Responsibilities

2.1 Contract Administrator

Under this contract, the City of Alvin has designated the **DIRECTOR OF PARKS AND RECREATION, DANIEL KELINSKE** as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Alvin City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the following city employee:

Dan Kelinske
Director of Parks and Recreation
(281) 388-4290
dkelinske@psf.cityofalvin.com

2.2 Payment to the Contractor

Billing

After the completion of service, the contractor shall render to the Accounting Department, his billing for work done. City issued Purchase Order number must be referenced on all billing statements.



CITY OF ALVIN

January 9, 2022

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City of Alvin
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Bids received in the Office of the City Secretary after the submission deadline will be considered void and unacceptable. The City

of Alvin is not responsible for lateness or non-delivery of mail, carrier, etc., the date/time stamp in the Office of the Alvin City Secretary shall be the official time of receipt.

1.4 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.5 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.6 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.7 Sales Tax

The City of Alvin is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.8 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. **All prices must be in ink.**

1.9 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidders ability to comply with the contract. Delivery

All delivery and freight charges (FOB City of Alvin designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Alvin assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

1.10 Delivery Promise - Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. **Do not** quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the Parks and Recreation Department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, of failure to meet specifications, authorizes the Public Services Department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.11 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Alvin, shall constitute a contract equally binding between the successful bidder and the City of Alvin. No invoices will be paid prior to acceptance of contract by City of Alvin. No different or additional terms will become a part of this contract.

1.12 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.13 Purchase Order

A purchase order shall be provided by the City of Alvin to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.14 References

The City of Alvin requests bidder to supply with this bid, a list of five (5) references where like products or service have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.15 Conflict of Interest

No public official shall have interest in this contract accept in accordance with the Texas Local Government Code, Chapter 171.

1.16 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.17 Insurance INSURANCE NOT REQUIRED FOR THIS BID.

1.18 Contractor's Liability

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.19 Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Alvin to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Alvin shall act as sole judge in determining quality and acceptability of products offered.

1.20 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin. Addenda will be posted to the city's website: www.alvin-tx.gov / Departments & Utilities / Bidding Information.

1.21 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.22 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.23 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.24 Termination of Contract

The City of Alvin reserves the right to terminate the contract immediately in the event the successful bidder:

Fails to meet delivery schedules;
Defaults in the payment of any fees;
Otherwise fails to perform in accordance with this contract;
Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Alvin may have in law or equity. Bidder, in submitting this bid, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.25 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.26 Patent/Copyrights

The successful bidder agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

1.27 Invoices

Invoices submitted for payment shall be addressed to City of Alvin, Accounts Payable and shall reference the City of Alvin approved purchase order number. Payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.28 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.29 Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

1.30 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Alvin.

1.31 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.32 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

2.00 City Responsibilities

2.1 Contract Administrator

Under this contract, the City of Alvin has designated the **DIRECTOR OF PARKS AND RECREATION, DANIEL KELINSKE** as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Alvin City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the following city employee:

Dan Kelinske
Director of Parks and Recreation
(281) 388-4290
dkelinske@psf.cityofalvin.com

2.2 Payment to the Contractor

Billing

After the completion of service, the contractor shall render to the Accounting Department, his billing for work done. City issued Purchase Order number must be referenced on all billing statements.

3.00 Minimum Specifications:

One 2022 model FORD E-450 STARCRAFT ALLSTAR 27' BUS 7.3L V-GAS ENGINE. This unit shall be furnished complete with standard equipment and factory installed accessories as listed in the manufacturer's printed literature for the model specified herein. The following are minimum specifications and shall be provided whether shown as optional or standard equipment by the manufacturer. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. Bids falling below these minimum specifications must be identified as an alternate bid.

*An X indicates that items meet or exceed specifications detailed at left. If an item does not meet minimum specifications, please note and provide exception explanation on attached SPECIFICATION COMPLIANCE CERTIFICATION FORM.

Meets Minimum Specifications (X)

3.1 E-450 STARCRAFT ALLSTAR 27':

A. 7.3 L V8 – GAS ENGINE	<u>X</u>
B. 21 +2WS CAPACITY	<u>X</u>
C. CONVERTS TO 23 + 1 WS CAPACITY w/ fold down seat, included	<u>X</u>
D. 65,000 BTU REAR HEATER	<u>X</u>
E. 70,000 BTU A/C WITH DUAL COMPRESSORS	<u>X</u>
F. SEATING – ARMRESTS AT AISLE	<u>X</u>
G. SEATING – HIGH- BACK RECLINER SEATS WITH RETRACTABLE SEAT BELTS	<u>X</u>
H. SEATING – TRACK SEATING	<u>X</u>
I. SEATING – SIDE SLIDERS	<u>X</u>
J. SEATING – DELUXE DRIVER'S SEAT (RECLINE)	<u>X</u>
K. SEATING – QUALITY VINYL FABRIC	<u>X</u>
L. WHEELCHAIR EQUIPMENT – FULLY AUTOMATIC WHEELCHAIR LIFT	<u>X</u>
M. WHEELCHAIR EQUIPMENT – TWO (2) Q-STRAINT WHEELCHAIR TIE DOWNS	<u>X</u>
N. REAR VIEW CAMERA	<u>X</u>
O. INTERIOR - GRAY FLOORING, PADDED VINYL WALLS & CEILING	<u>X</u>
P. 5 YEAR / 100,000 MILE BODY WARRANTY	<u>X</u>
Q. 60,000 MILE CHASSIS WARRANTY	<u>X</u>
R. AUTHORIZED SERVICE CENTER LOCATED WITHIN 50 MILES OF 77511	<u>X</u>

CONTRACTOR REFERENCES

Customer Name: City of Friendswood	
Contact: Michael Boyett	Title Director
Address: 910 S. Friendswood Dr Friendswood, TX 77546	Phone No.: 281-996-3228
Scope of Work: Sold them a bus for their Senior Center	Length of Service: One Bus

Customer Name: Galveston County Senior Services	
Contact: Julie Diaz	Title Director
Address: 4102 Main St, La Marque, TX 77568	Phone No.: 409-934-8114
Scope of Work: Sold them multiple buses	Length of Service: 5 Buses

Customer Name: City of Deer Park, Park and Rec	
Contact: Jacob Zuniga	Title Asst. Director
Address: 610 East San Augustine Deer Park TX 77536	Phone No.: 281.478.2058
Scope of Work: Sold them multiple buses	Length of Service: Four Buses

CITY OF ALVIN

SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of Creative Bus Sales offers the City of Alvin, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model No. Starcraft Allstar MVP 27'

EXCEPTIONS TO SPECIFICATIONS (If Any)

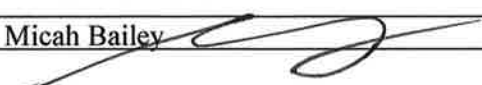
Item No.	Explanation
G	The seats in this bus will be mid-high with lap belts and grab handles on aisle to assist
I	The seats do not have side sliders
Pg. 2 #7	We are only able to keep pricing firm for as long as this type of stock unit is available.

The above item as detailed per specifications and any exceptions if offered (check one):

☐ Without exceptions ☒ With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Alvin, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name: Creative Bus Sales
 Authorized Representative: Micah Bailey
 Signature: 
 Title: Commercial Bus Sales
 Date: 1-24-22

BID PROPOSAL

In addition to providing Unit Price and Item Total, vendor/bidder must also specify Manufacturer and Stock number bid.

[illegible]

We quote the above FOB Alvin, Texas. Shipment can be made in 30-60 days from receipt of order.

Terms 30 net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Alvin, Texas, within a reasonable period of time constitutes a contract.

BIDDER: Creative Bus Sales

ADDRESS: 4955 W. Northgate Blvd Irving, TX 75062

PHONE NO.: 940-391-7113

EMAIL: mbailey@creativebussales.com

Micah Bailey

AUTHORIZED REPRESENTATIVE

Commercial Bus Sales

TITLE _____

1-24-2022

DATE _____

AUTHORIZED SIGNATURE

VEHICLE LICENSES

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Texas Vehicle Commission Code, Chapter 2301 of the Texas Occupations Code to be licensed by Motor Vehicle Division of the Texas Department of Transportation

In order for a bid to be compliance with the Motor Vehicle Commission Code, the following entities must hold and provide all applicable current valid licenses issued by the State of Texas:

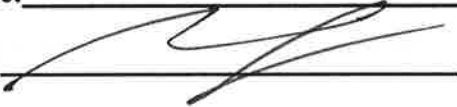
1. Name Forest River Bus, LLC and Manufacturer's License No. 164702

2. Name _____ and Manufacturer's License No. _____

General Distinguishing No. P118245 (Franchised TX dealer)

Bidders are encouraged to submit the above information with their bid. If not submitted with the bid, bidders must submit the above information within 10 working days after receipt of a written request from the city or the bidder may not be considered for award.

Firm Name: Creative Bus Sales

Signature: 

Print Name: Micah Bailey

Title: 1-24-2022



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

This is considered an Alternate Submission due to minor deviations from bid specifications.

2022 Starcraft Allstar 27' Price Proposal



Sales Experience

550+ Years of Collective Bus Sales Experience
Servicing Over 1,500 Customers Annually

Nationwide Network

16 Full-Service Locations Nationwide
Partners with 25+ Top Manufacturers

Competitive Pricing

Volume Discounts
Fixed Contract Pricing

In-House Financing

Seamless Transactions
Flexible Structures

40

Years In
Business

16

Nationwide
Locations

350+

Dedicated
Employees

1,500

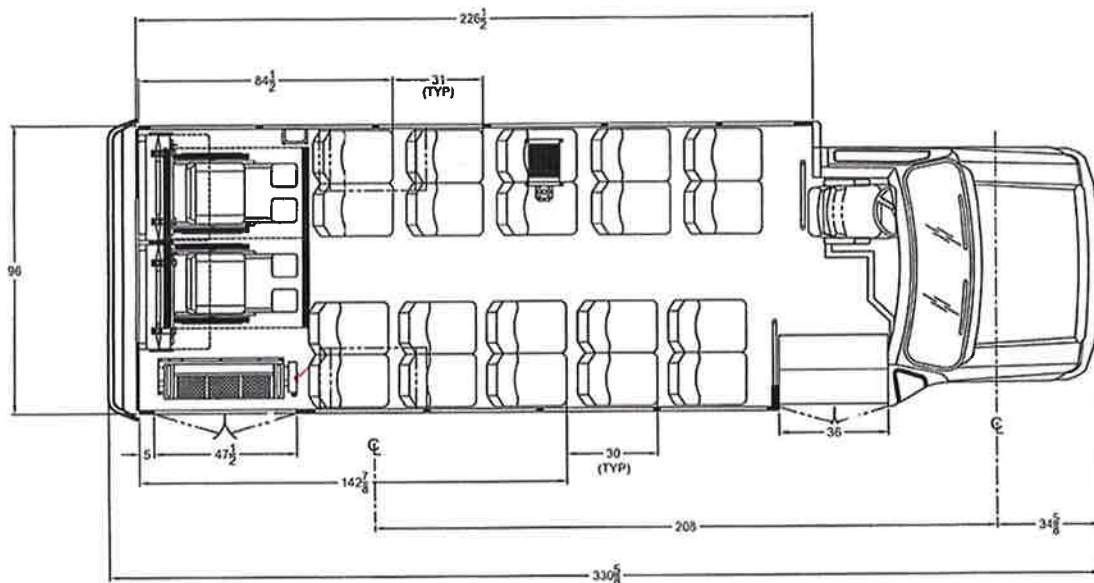
Annual
Customers

Creative Bus Sales offers dedicated sales, parts, and service departments to help you in all stages of bus ownership. Our customers benefit from our strong manufacturer partnerships, the largest in-stock inventory, and a nationwide team of experts. As a family-owned business with experience in the transportation industry since 1980, it's no coincidence that we've grown to become the nation's largest bus dealership.



Creative Bus Sales
THE NATION'S LARGEST BUS DEALER SINCE 1980

2022 Starcraft Allstar 27'



[Contact Us](#)

888.633.8380

CreativeBusSales.com



Specifications

Chassis

- 2022 Ford E-450

Exterior

- Engine 7.3L V-8
- Exterior Color: White
- 208" Wheelbase
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" driver's visibility window in front of entry door
- Electric actuated 36" passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, skirts
- Fiberglass front and rear caps
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Front destination sign window with overhead access door
- Side destination sign window

Interior

- 93" Interior Width
- 80" Interior floor to ceiling height (raised floor is 75")
- Floor and wall seat track for flexible seating
- Black slip resistant floor covering
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- White step nosing
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Driver Area: Grey padded vinyl
- Walls and Ceiling: Grey padded vinyl
- Flooring: Gerflor Sirius Graphite Grey
- Ceiling grab rail (each) on both sides
- 1 1/4" dual entry grab rails parallel to entrance steps (both sides)
- Stanchion and modesty panel behind driver
- Forward floor layout

A/C and Heat

- A/C System: TA733 Super 68K Dual Compressor
- Heater: 65K BTU floor mounted, 3 speed low profile OK side sliders

Lighting

- Door activated interior lights
- Surface mound LED entry door exterior light
- Sealed LED stop, tail, and turn signal lights with LED back-up lights
- LED front and rear marker lights
- LED entry door step well lights
- LED driver and passenger area lighting

Electrical

- 225 AMP OEM alternator
- Intermotive Flex Tech Electrical System

Audio/Visual

- Deluxe AM/FM/CD with clock & 4 speakers with PA module added to stereo system
- Rosco back-up camera system w/ 7" rearview monitor/mirror combo

Wheelchair Accessibility

- 34" x 54" Braun wheelchair lift located in the rear of the unit
- Intermotive Gateway Transit Fast Idle with lift interlock



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

Accessories

- Wheelchair door upfit package
- Auto Retracting Q' Straint securement kit (2)
- Priority seating sign **Required for ADA compliance**
- Wheelchair decal (international symbol of accessibility) each

Safety

- Back-Up Alarm SAE Type C 97 db(A)

Passenger Seating Options

- 21 Passenger, 2 Wheelchair (WHEN INCLUDING DRIVER)
- 23 Passenger, 1 Wheelchair (WHEN INCLUDING DRIVER)
- 25 Passenger, 0 Wheelchair (WHEN INCLUDING DRIVER)

Seating

- Passenger Seating
 - Seat Fabric: Level 6 Duratex Jordan Blue
 - Mid high, double seat (10)
 - Handi Flip, double seat (2)
 - US Armrest on Aisle Side Seats (10)
 - Seat belt, non- retractable (24)
 - Seat belt loop (24)
 - Antivandal grab handle on aisle seats (10)
- Driver Seating: SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket
 - Driver Seat Cover: Level 6 Duratex Jordan Blue



Warranty

Manufacturer Warranty

- Starcraft 5 Year/100,000 Miles

Chassis Warranty

- Ford E-450 Bumper to Bumper: 3 Year/36,000 Miles
- Ford E-450 Powertrain: 5 Year/60,000 Miles

All vehicles come with warranty, but Creative Bus Sales offers more value without the added cost. Our coverage and support comes with each of our new buses — *standard*.

We Process All The Warranty Registrations

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

We Handle All The Paperwork

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

Repair Facilities Near You

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

No More Claim Forms

Creative Bus handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

Longer Warranty Period

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

Pricing

Description	Amount
Total*	\$99,999.00

* Pricing does not include DMV, title, or licensing.
This quote is valid for 30 days from date issued.

Delivery to the City of Alvin is an ETA of 30-60 Days from Receipt of PO

Price can only be firm for as long as the stock is available.

Contact:

Date Issued: 1-24-2022

Name: Micah Bailey

Phone: 940-391-7113

Email: MBailey@CreativeBusSales.com

BID PROPOSAL

In addition to providing Unit Price and Item Total, vendor/bidder must also specify Manufacturer and Stock number bid.

[illegible]

We quote the above FOB Alvin, Texas. Shipment can be made in 270 days from receipt of order.
 Terms Net 10 net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Alvin, Texas, within a reasonable period of time constitutes a contract.

BIDDER: Texas Bus Sales, Inc

ADDRESS: 1605 West 34th Street, Houston Texas 77018

PHONE NO.: 713-681-3600

EMAIL: darryl.r@texasbussales.com

Darryl Rickaway

President, COO

AUTHORIZED REPRESENTATIVE

TITLE

01.25.2022

AUTHORIZED SIGNATURE

DATE _____



CITY OF ALVIN

January 9, 2022

NOTICE TO BIDDERS

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, TX 77511 no later than 2:00 P.M., Tuesday, January 25, 2022.

Bids will then be publicly opened and read aloud at 2:15 P.M., on Tuesday January 25, 2022, in the City Council Chambers, Alvin City Hall, 2nd Floor, 216 West Sealy, Alvin, TX 77511 for the following:

**1 (ONE) 2022 FORD E-450 Starcraft Allstar 27' Bus
7.3L V8-Gas Engine**

The bid award will be made at a regularly scheduled meeting of the City of Alvin City Council. Bidding information and specifications may be found on the City of Alvin's website: [www.alvin-tx.gov/ Departments](http://www.alvin-tx.gov/Departments) & Utilities/Bidding Information.

All bids received must be marked "SEALED BID No. B-22-01 - SENIOR CENTER BUS", on the outside of a completely sealed envelope and submitted in writing to the Office of the City Secretary, 216 W. Sealy, Alvin, Texas, 77511.

Dixie Roberts, City Secretary
City of Alvin

ADS RUN on January 9, 2022 and January 16, 2022

BID INVITATION

**PARKS AND RECREATION
DEPARTMENT**

City of Alvin
216 West Sealy
Alvin, TX 77511
(281)388-4315

DATE: January 9, 2022
BID NAME: Senior Center Bus
BID NUMBER: B-22-01

ITEM(S) OUT FOR BID:

**1 (ONE) 2022 FORD E-450 Starcraft
Allstar 27' Bus
7.3L V8-Gas Engine**

BID DEADLINE / OFFICIAL OPENING

Sealed bid proposals will be received until 2:00 p.m., Tuesday, January 25, 2022 in the Office of the City Secretary, Alvin City Hall, 216 West Sealy, Alvin, TX 77511, at which time they will be publicly opened and read in the City Council Chambers at 2:15 p.m.

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City; however, they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid" and shall also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the CITY SECRETARY, City of Alvin, 216 W. Sealy, Alvin, TX 77511. NO BID WILL BE ACCEPTED VIA FAX OR EMAIL.
3. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids, and shall be identified by the bidder as such.
4. All materials bid are to be bid FOB Alvin, Texas, delivered to the floor of the location indicated.
5. The City of Alvin, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
6. In case of default after bid award, the City of Alvin, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
7. The City of Alvin, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
8. The quantities shown may be estimates and may vary according to the requirements of the City of Alvin, Texas, throughout any contract period.
9. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
10. The City of Alvin assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the City of Director of Parks and Recreation.
11. Any attempt to negotiate on the contents of this bid with the City of Alvin or its representatives prior to award may be grounds for disqualification.

12. The conditions and terms of this bid will be considered when evaluating for award.
13. The City of Alvin, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
14. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
15. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
16. Bids may be withdrawn at anytime prior to the official opening.
17. Bids may not be altered, amended or withdrawn after the official opening.

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1.00 Standard Terms and Conditions

The City of Alvin, Texas desires to enter into a contract with reliable firm(s) to furnish "**1 (ONE) 2022 FORD E-450 Starcraft Allstar 27' Bus 7.3L V-Gas Engine**" in accordance with the following specifications. Bids must be submitted on the forms provided herein.

Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. The apparent silence of these specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice shall prevail and that only material and workmanship of the first quality are acceptable. All interpretations of these specifications shall be made upon the basis of this statement.

It is understood that the City Council of the City of Alvin reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities of defects in such bids.

This document of minimum specifications shall be considered as the final performance contract. Adherence to these specifications shall be required except where expressly allowed. Any deviation not pre-approved by the City found to be non-compliant with these minimum specifications shall be considered as grounds for release from contract.

1.1 General Instructions

Each part of the bid package is broken into sections, and subsections. In the event a bidder cannot meet a specification, please state the exceptions for consideration on the SPECIFICATION COMPLIANCE CERTIFICATION FORM and furnish reason or rationale for non-compliance and specify alternatives offered, and why alternative has been selected.

Bidders should carefully examine all terms, conditions, specifications and related documents. Should a bidder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the Buyer should be notified immediately for clarification prior to submitting the bid. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Alvin's interpretation shall govern.

A. Bids shall be submitted to the following address:

City of Alvin
216 W. Sealy
Alvin, TX 77511
Attn: Dixie Roberts
Scaled Bid B-22-01 "Senior Center Bus"

B. The Bidder must complete and return with the bid, attached to this specification the "Bid Compliance Certification" form. **NO BID WILL BE ACCEPTED WITHOUT A SIGNED CERTIFICATION.**

C. **TWO** complete duplicates of vendor's bid will be submitted to the City in bid package with current business card.

D. **Three** commercial references (preferably municipalities or other accounts of such size) must be provided. Each reference must include: customer who supervises contract, their position, address, phone number, scope of work vendor provides to customer, and length of time vendor has serviced customer.

E. To obtain results, copies of the bid sheets, specifications, bidding documents please visit the City's website: www.alvin-tx.gov / Departments & Utilities / Bidding Information. All questions must be received in writing to: droberts@cityofalvin.com

1.2 Funding

Funds for payment have been provided through the City of Alvin budget approved by the City Council for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Alvin fiscal year shall be subject to budget approval by the City Council.

1.3 Late Bids

Bids received in the Office of the City Secretary after the submission deadline will be considered void and unacceptable. The City

of Alvin is not responsible for lateness or non-delivery of mail, carrier, etc., the date/time stamp in the Office of the Alvin City Secretary shall be the official time of receipt.

1.4 Altering Bids

Bids cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.5 Error-Quantity

Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

1.6 Withdrawal of Bids

Any bid may be withdrawn prior to the scheduling time for opening. Notice to withdraw the bid must be in writing and submitted to the City prior to the scheduled time for opening bids. Any bid withdrawal notice which is received after the deadline for receiving bids shall not be considered.

1.7 Sales Tax

The City of Alvin is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in bid.

1.8 Pricing

Bidders are instructed to bid the total unit price on the item(s) specified where indicated on Tabulation sheet and to extend and show the total. In case of errors in extension, UNIT prices shall govern. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheets. Prices shall be all inclusive. No price changes, additions or subsequent qualifications will be honored during the course of the contract. Additional changes not shown on the bid will not be honored. **All prices must be in ink.**

1.9 Bid Award

If a contract is awarded, it will be awarded to the lowest responsible bidder meeting or exceeding the terms, conditions and specifications of the bid. The City has the right to award a contract upon the conditions, terms, and specifications contained in a bid submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the opening of bids. In awarding a contract, the City may waive minor technicalities and informalities in the bid process and bids received if they are not material to or alter any of the conditions, terms, or specifications contained in the bid. In determining the lowest responsible bidder, the City may consider:

- A. Whether the bidder has adequate financial resources to comply with the contract awarded;
- B. Whether the bidder has a satisfactory record of performance with the City or other entities; and
- C. Any other factors that could be material to the bidders ability to comply with the contract. Delivery

All delivery and freight charges (FOB City of Alvin designated location) are to be included in the bid price and shall include all delivery and packaging costs. Deliveries will be acceptable only during normal working hours at the designated city municipal facility. The City of Alvin assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the city of damage.

1.10 Delivery Promise - Penalties

Quotations must show the number of calendar days required to place the materials in the possession of the City. **Do not** quote shipping dates.

When delivery delay can be foreseen, the bidder shall give prior notice to the Parks and Recreation Department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, of failure to meet specifications, authorizes the Public Services Department to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

1.11 Contract

The bid, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by City of Alvin, shall constitute a contract equally binding between the successful bidder and the City of Alvin. No invoices will be paid prior to acceptance of contract by City of Alvin. No different or additional terms will become a part of this contract.

1.12 Rejection of Bids

The City Council may choose to reject all bids and not award any contract. If the City Council does not award a contract within one hundred twenty (120) days following the date specified for the opening of bids, all bids are deemed to be rejected by the City Council.

1.13 Purchase Order

A purchase order shall be provided by the City of Alvin to the successful bidder. The purchase order number must appear on all invoices, packing lists and all related correspondence. The City of Alvin will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

1.14 References

The City of Alvin requests bidder to supply with this bid, a list of five (5) references where like products or service have been supplied by their firm. Include name of firm, address, telephone number and contact name on the contractor reference form.

1.15 Conflict of Interest

No public official shall have interest in this contract accept in accordance with the Texas Local Government Code, Chapter 171.

1.16 Ethics

The bidder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of the City of Alvin. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between bidders.

1.17 Insurance INSURANCE NOT REQUIRED FOR THIS BID.

1.18 Contractor's Liability

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.

1.19 Descriptions

Specifications may reference any catalog, brand name or manufacturer's model numbers. It is the intent of the City of Alvin to be **DESCRIPTIVE - NOT RESTRICTIVE** and to establish a desired quality level of merchandise or to meet a pre-established standard of quality. Bidders may offer items of equal quality; and the burden of proof of such quality rests with them. The City of Alvin shall act as sole judge in determining quality and acceptability of products offered.

1.20 Addenda

Any interpretations, corrections or changes to this Bid and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Alvin. Addenda will be posted to the city's website: www.alvin-tx.gov / Departments & Utilities / Bidding Information.

1.21 Bids Must Comply

Bids must comply with all federal, state, county and local laws concerning this type of good or service.

1.22 Documentation

Bidder shall provide with this bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of bid.

1.23 Indemnification

The bidder shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of bidder, its officers, employees, agents, or subcontractors, in performing its obligation under this Contract.

1.24 Termination of Contract

The City of Alvin reserves the right to terminate the contract immediately in the event the successful bidder:

- Fails to meet delivery schedules;
- Defaults in the payment of any fees;
- Otherwise fails to perform in accordance with this contract;
- Becomes insolvent and/or files for protection under the bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies which City of Alvin may have in law or equity. Bidder, in submitting this bid, agrees that City of Alvin shall not be liable to prosecution for damages in the event that the City declares the bidder in default.

1.25 Notice

Any notice provided by this bid or required by law to be given to the successful bidder by City of Alvin shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U.S. mail in Alvin, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

1.26 Patent/Copyrights

The successful bidder agrees to protect City of Alvin from claims involving infringements of patents and/or copyrights.

1.27 Invoices

Invoices submitted for payment shall be addressed to City of Alvin, Accounts Payable and shall reference the City of Alvin approved purchase order number. Payments will be made within 30 days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

1.28 Quality Control

Goods supplied under this contract shall be subject to approval as to quality and must conform to the highest standards of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the supplier's expense within a reasonable period of time. Payment for defective goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

1.29 Law Governing and Venue

This Contract shall be governed by the law of the State of Texas and no lawsuit shall be prosecuted on this Contract except in a court of competent jurisdiction located in Brazoria County, Texas.

1.30 Assignment

The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Alvin.

1.31 Silence of Specification

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

1.32 Warranty

Successful bidder shall warrant that all items or services shall conform to the proposed specifications and all warranties as in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

2.00 City Responsibilities

2.1 Contract Administrator

Under this contract, the City of Alvin has designated the **DIRECTOR OF PARKS AND RECREATION, DANIEL KELINSKE** as the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Alvin City Manager (who has the overall contract administration responsibilities) and the successful bidder.

Scheduling and concerns that need to be addressed should be covered with the following city employee:

Dan Kelinske
Director of Parks and Recreation
(281) 388-4290
dkelinske@psf.cityofalvin.com

2.2 Payment to the Contractor

Billing

After the completion of service, the contractor shall render to the Accounting Department, his billing for work done. City issued Purchase Order number must be referenced on all billing statements.

3.00 Minimum Specifications:

One 2022 model FORD E-450 STARCRAFT ALLSTAR 27' BUS 7.3L V-GAS ENGINE. This unit shall be furnished complete with standard equipment and factory installed accessories as listed in the manufacturer's printed literature for the model specified herein. The following are minimum specifications and shall be provided whether shown as optional or standard equipment by the manufacturer. Deviations from these minimum specifications are only acceptable when they tend to exceed specifications stated, or make the product bid stronger and more reliable. Bids falling below these minimum specifications must be identified as an alternate bid.

*An X indicates that items meet or exceed specifications detailed at left. If an item does not meet minimum specifications, please note and provide exception explanation on attached SPECIFICATION COMPLIANCE CERTIFICATION FORM.

Meets Minimum Specifications (X)

3.1 E-450 STARCRAFT ALLSTAR 27':

A. 7.3 L V8 – GAS ENGINE	✓
B. 21 +2WS CAPACITY	✓
C. CONVERTS TO 23 + 1 WS CAPACITY w/ fold down seat, included	✓
D. 65,000 BTU REAR HEATER	✓
E. 70,000 BTU A/C WITH DUAL COMPRESSORS	✓
F. SEATING – ARMRESTS AT AISLE	✓
G. SEATING – HIGH- BACK RECLINER SEATS WITH RETRACTABLE SEAT BELTS	✓
H. SEATING – TRACK SEATING	✓
I. SEATING – SIDE SLIDERS	✓
J. SEATING – DELUXE DRIVER'S SEAT (RECLINE)	✓
K. SEATING – QUALITY VINYL FABRIC	✓
L. WHEELCHAIR EQUIPMENT – FULLY AUTOMATIC WHEELCHAIR LIFT	✓
M. WHEELCHAIR EQUIPMENT – TWO (2) Q-STRAINT WHEELCHAIR TIE DOWNS	✓
N. REAR VIEW CAMERA	✓
O. INTERIOR - GRAY FLOORING, PADDED VINYL WALLS & CEILING	✓
P. 5 YEAR / 100,000 MILE BODY WARRANTY	✓
Q. 60,000 MILE CHASSIS WARRANTY	✓
R. AUTHORIZED SERVICE CENTER LOCATED WITHIN 50 MILES OF 77511	✓

CONTRACTOR REFERENCES

Customer Name: See attached sheet	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:

Customer Name:	
Contact:	Title
Address:	Phone No.:
Scope of Work:	Length of Service:



TEXAS BUS SALES, INC. REFERENCES

Colorado Valley Transit
P.O. Box 940
Columbus, TX 78934
Claudia Wicks cwicks@gotransit.org 800-548-1068

Golden Crescent Regional Planning Commission
1908 Laurent , Suite 600
Victoria, TX 77901
361-578-8775
Billy Valdez billyv@gcrpc.org

Southwest Area Regional Transportation
Sarah Hidalgo-Cook
713 East Main St.
Uvalde, TX 78802

Brazos Transit District
1759 N. Earl Rudder Frwy.
Bryan, TX 77803
979-778-4498

Alamo Area Council of Governments
410 Loop NE Interstate 410 Loop, Suite 101
San Antonio, TX 78217
210-362-5200
Tom Logan

TRANSPORTATION SOLUTIONS, EXPERIENCE IS THE DIFFERENCE

www.texasbussales.com

**1605 West 34th Street - Houston, Texas 77018 -713-681-3600
1210 Hallmark Street – San Antonio, Texas 78216 -210-3491-6500**

CITY OF ALVIN

SPECIFICATION COMPLIANCE CERTIFICATION FORM

The firm of Texas Bus Sales, Inc. (P5965) offers the City of Alvin, for the price stated on the bid invitation (and assures intent to deliver within the specified time interval), the following unit(s) or item(s):

Unit Manufacturer & Model No. Diamond Coach, VIP 2500PT - 22 passenger + Driver, W/C capacity of 2

EXCEPTIONS TO SPECIFICATIONS (If Any)

Item No.	Explanation
3.1	Texas bus Sales respectfully request the acceptance of a Diamond Coach instead of Starcraft. All other requirement a met.

The above item as detailed per specifications and any exceptions if offered (check one):

☐

Without exceptions

☒

With exceptions as noted above.

CERTIFICATION OF AUTHORIZED REPRESENTATIVE:

I hereby certify that I possess the authority to submit a bid on behalf of the firm I represent and by my signature hereon I certify that the services/unit(s) I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Standard Terms and Conditions and Technical Specifications and Bid Sheets. Further, I agree that if my bid is accepted, I shall perform as required in these contract documents. I am aware that, once accepted by City of Alvin, my bid becomes a binding contract in accordance with the provisions herein of the aforementioned contract documents, and that I will not be permitted to attempt enforcement of any other contract or contract provisions.

Firm Name:

Texas Bus Sales, Inc. Texas Dealer # P5965

Authorized Representative:

Darryl Rickaway

Signature:

[Signature]

Title:

President, COO

Date:

January 25, 2022

BID PROPOSAL

In addition to providing Unit Price and Item Total, vendor/bidder must also specify Manufacturer and Stock number bid.

Item No.	Item Description	Est. Quantity	Unit Price	Item Total
1.	2022 FORD E-450 STARCRAFT ALLSTAR 27' Bus 7.3L V-GAS ENGINE	1	\$	\$
1.	2022 Ford E-450 Diamond VIP 2500 Bus 7.3L V-8 Gas Engine	1	\$87,150.00	\$87,150.00
		GRAND TOTAL		\$ 87,150.00

We quote the above FOB Alvin, Texas. Shipment can be made in 270 days from receipt of order.
 Terms Net 10 net if not otherwise indicated. The bidder agrees that award of any items, all or in part, by the City of Alvin, Texas, within a reasonable period of time constitutes a contract.

BIDDER: Texas Bus Sales, Inc

ADDRESS: 1605 West 34th Street, Houston Texas 77018

PHONE NO.: 713-681-3600

EMAIL: darryl.r@texasbussales.com

Darryl Rickaway

President, COO

AUTHORIZED REPRESENTATIVE

TITLE

01.25.2022

AUTHORIZED SIGNATURE

DATE _____

VEHICLE LICENSES

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Texas Vehicle Commission Code, Chapter 2301 of the Texas Occupations Code to be licensed by Motor Vehicle Division of the Texas Department of Transportation

In order for a bid to be compliance with the Motor Vehicle Commission Code, the following entities must hold and provide all applicable current valid licenses issued by the State of Texas:

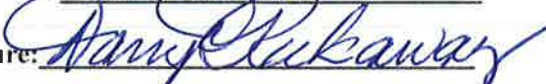
1. Name Diamond Coach and Manufacturer's License No. TBA

2. Name _____ and Manufacturer's License No. _____

General Distinguishing No. Texas Bus Sales P-5965 (Franchised TX dealer)

Bidders are encouraged to submit the above information with their bid. If not submitted with the bid, bidders must submit the above information within 10 working days after receipt of a written request from the city or the bidder may not be considered for award.

Firm Name: Texas Bus Sales

Signature: 

Print Name: Darryl Rickaway

Title: President, COO

DIAMOND

VIP SERIES

14-29 Passengers

5-8 Wheel Chair Placements



EXPERIENCE THE
SMOOTH, QUIET RIDE OF A
DIAMOND



Activity



Hotel &
Parking



Church



Tours



Health Care



Transit

Why Diamond?



Rust free Diamond's exclusive diamond finish is a rust-free, non-porous, non-toxic, and non-flammable finish that is applied to the exterior of the bus. It is a permanent finish that will last for the life of the bus. **It does not rust!**



Smooth, quiet ride Diamond's exclusive diamond finish is a smooth, quiet ride that is applied to the exterior of the bus. It is a permanent finish that will last for the life of the bus. **are never** noisy or rattling.



Impact resistant Diamond's exclusive diamond finish is an impact resistant finish that is applied to the exterior of the bus. It is a permanent finish that will last for the life of the bus.



Superior Temperature Efficiency Diamond's exclusive diamond finish is a superior temperature efficiency finish that is applied to the exterior of the bus. It is a permanent finish that will last for the life of the bus.



No repainting Diamond's exclusive diamond finish is a no repainting finish that is applied to the exterior of the bus. It is a permanent finish that will last for the life of the bus.

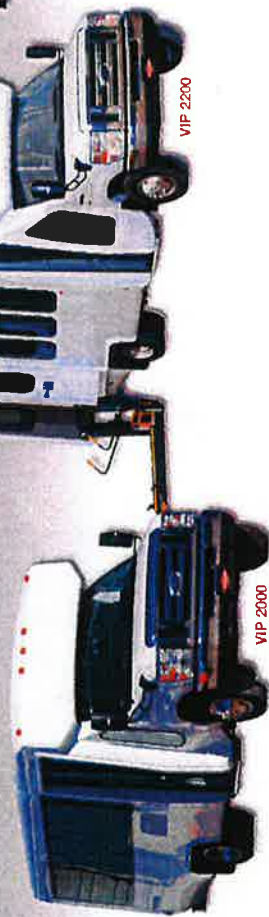


No waves Diamond's exclusive diamond finish is a no waves finish that is applied to the exterior of the bus. It is a permanent finish that will last for the life of the bus.



Your residents have only one way to tell if they love their bus. **eliminates having to shout** and they agree. It's the Diamond bus. This is especially helpful during winter months.

Directly across the road from the bus.



	VIP 2000	VIP 2200	VIP 2500	VIP 2800
EXTERIOR LENGTH	21'6"	22'8"	25'0"	27'7"
MAX PASSENGERS	14	21	25	29
MAX WHEEL CHAIRS	5	8	7	8

See how Diamond is the best.

Bid Opening 1/25/22

Senior Center Van B-22-01

Name	Grand Total
Carpenter Bus Sales	87,900
Creative Bus Sales	99,999
Texas Bus Sales	87,150 -



B-22-01

Senior Van

January 25, 2022

2:00 p.m. Deadline

2:15 p.m. Opening

	<i>Company</i>	<i>Print Name</i>	<i>Date</i>	<i>Time</i>
1	Carpenter Bus Sales		1/20/22	10:18 AM
2	Creative Bus Sales	Michael Bailey	1-25-22	12:38
3	TEXAS BUS SALES	DARRYL RICKAWAY	1-25-22	1:57
4				
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AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: City Secretary

Contact: Dixie Roberts, ACM/City Secretary

Agenda Item: Consider Resolution 22-R-02, calling and establishing the procedures for the May 7, 2022 General Election in Alvin, Texas, and providing for related matters thereto.

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

Summary: This Resolution is calling the City of Alvin General Election for Saturday, May 7, 2022, to elect members to City Council District A, District D, and At Large Position 2.

The City of Alvin will contract with the Brazoria County Elections Office to conduct this election. Brazoria County has the voting equipment required to conduct elections. The City Secretary's Office will handle the filings and all required paperwork and postings as required by state election law.

The first day to file for a place on the May 2022 General Election ballot was Wednesday, January 19, 2022, and will continue through Friday, February 18, 2022.

Early Voting will begin on Monday, April 25, 2022, and will go through Tuesday, May 3, 2022, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

Early Voting Locations:

Angleton (Main): East Annex, 1524 E. Mulberry
Alvin: Alvin Library, 105 S. Gordon
Brazoria: Brazoria Library, 620 S. Brooks
Freeport: Freeport Library, 410 Brazosport Blvd.
Lake Jackson: Lake Jackson Annex, 202 Peach St Rm 144
Manvel: North Annex, 7313 Corporate Dr.
Pearland: Pct. 3 Sub Office, 2436 S. Grand Blvd.
Pearland East: Tom Reid Library, 3522 Liberty Dr.
Pearland West: Westside Event Center, 2150 Country Place Pkwy.
Shadow Creek: Westside Library, 11801 Shadowcreek Pkwy
Sweeny: Sweeny Community Center, 205 W. Ashley Wilson Rd.
West Columbia: Precinct 4 Building, 121 N. 10th Street, Building 2

Early voting dates and hours:

April 25-29; 8am-5pm
April 30; 7am-7pm
May 2-3; 7am-7pm

Election Day voting will be held at the Alvin Library. Voters can also cast their ballot at any Voting Center in Brazoria County. An election contract with Brazoria County for the May 7th General Election will be brought before City Council for consideration at the February 17th meeting.

Staff recommends approval of Resolution 22-R-02.

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:** 1/25/2022 SLH

Supporting documents attached:

- Resolution 22-R-02 and Attachment “A”
 - Election Calendar
-

Recommendation: Move to approve Resolution 22-R-02, calling and establishing the procedures for the May 7, 2022, General Election in Alvin, Texas, and providing for related matters thereto.

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

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

RESOLUTION 22-R-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 7, 2022, GENERAL ELECTION IN ALVIN, TEXAS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 7, 2022, there shall be elected the following officials for this City: a member to City Council District A, City Council District D, and At Large Position 2; for a term of three (3) years; and

WHEREAS, the *Texas Election Code* is applicable to the election and this Resolution establishes procedures consistent with the Code, and designates the voting places and times for the election; and

WHEREAS, the City of Alvin, Texas (hereinafter the “City”) has made provision to contract with Brazoria County to conduct the City’s election, pursuant to Chapter 31 of the *Texas Election Code*, and Chapter 791 of the *Texas Government Code* (the Joint Election Agreement and Contract for Election Services, hereafter called the “Election Agreement”), and such election agreement provides for political subdivisions subject to the election agreement that hold elections on the same day in all or part of the same territory to hold a joint election as authorized by Chapter 271 of the *Texas Election Code*;

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

Section 1. General Election Ordered. The General Election of the City shall be held on Saturday, May 7, 2022, to elect members to City Council District A, City Council District D, and At Large Position 2; for a term of three (3) years.

Section 2. Filing Period. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 216 W. Sealy, Alvin, Texas 77511, beginning January 19, 2022, and continuing through February 18, 2022. Candidates shall file their applications with the City Secretary on any weekday that is not a City holiday, between 7:00 a.m. and 6:00 p.m., Monday through Thursday. On Friday, February 18, 2022, the office hours will be from 8:00 a.m. to 5:00 p.m. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*.

Section 3. Drawing. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the *Texas Election Code*. Such drawing will be held in the Office of the City Secretary at City Hall on Tuesday, February 22, 2022, at 5:31 p.m., for the general election.

Section 4. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code*, the *Federal Voting Rights Act of 1965, as amended*, and the *City Charter* in all respects. Notice of the election shall be made by publishing the Notice of Election, in both English and Spanish, at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation published within the City; and by posting of the notice on the bulletin board

used for posting notices of meetings of City Council at City Hall not later than the twenty-first (21st) day before the election, written in both English and Spanish.

Section 5. Ballots. The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County.

Section 6. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Section 7. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in "Attachment A." Early voting shall commence on Monday, April 25, 2022, and continue through Tuesday, May 3, 2022, and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

Section 8. Election Precincts and Polling Places. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City. Voting by City residents may be conducted at any Brazoria County voting location and any location exclusively designated by the Brazoria County Election Officer for City residents. The polls, found in "Attachment A," shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

Section 9. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on May 7, 2022, in all or part of the same territory as the City (the "Political Subdivisions"). The joint election shall be conducted in accordance with state law, this Resolution, and the 2022 Joint Election Agreement and Contract for Election Services with Brazoria County to be approved by the City Council.

Section 10. Duties of City Secretary and Election Officer. The City Secretary, or designee, is instructed to aide the Brazoria County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Agreement

between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

Section 11. Election Judges. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Brazoria County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Brazoria County and its appointees are hereby designated and appointed by the City Council as the election officers, judges, and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The City Council confirms and appoints the election judges and alternate election judges that are appointed by Brazoria County for the election.

Section 12. Official Newspaper. It is hereby found and determined that *The Alvin Sun* is a newspaper published within the City of Alvin, Texas; is a newspaper of general circulation within the City; and is the official newspaper of the City of Alvin. The City Secretary is hereby authorized and directed to cause notice to be given as directed in above in Section 4. Further orders are reserved until the returns of the election are made by the duly authorized election officials and received by this body.

Section 13. General. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

Section 14. Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

Section 15. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on this the 3rd day of February 2022.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

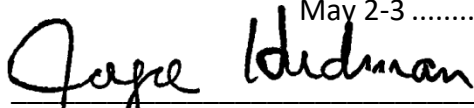
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Lake Jackson Annex, 202 Peach St, Rm 144
ManvelNorth Annex, 7313 Corporate Dr
PearlandPct. 3 Sub Office, 2436 S Grand Blvd
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....Westside Event Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadowcreek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4, 121 N 10th St, Building 2

DATES AND HOURS:

April 25-29.....8 AM – 5 PM
April 30.....7 AM – 7 PM
May 2-37 AM – 7 PM



Early Voting Clerk

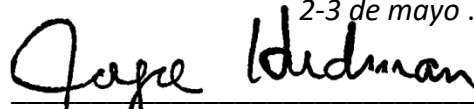
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonLake Jackson Annex, 202 Peach St, Rm 202
ManvelNorth Annex, 7313 Corporate Dr
PearlandPct. 3 Sub Office, 2436 S Grand Blvd
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWestside Event Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadowcreek Pkwy
SweenySweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4, 121 N 10th St, Building 2

FECHAS Y HORAS

25-29 de abril.....8 AM – 5 PM
30 de abril7 AM – 7 PM
2-3 de mayo7 AM – 7 PM



Secretaría de la Votación Adelantada

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Fri May 7, 2021	One-year deadline for website posting regarding candidacy and other information. [Endnote 1] Note: New secretary of state candidate forms.	City Secretary	2.14(d)	365th
Mon Dec 20, 2021	LAST DAY to post on bulletin board the notice of the dates of the filing period for the general election (30 days before first day to file application for a place on the ballot). Note: Notice must contain location where applications will be received and an email address for filing.	City Secretary	2.14(d)	138th
Thu Jan 6, 2022	Obtain a supply of the following forms: candidate's application for place on ballot; appointment of campaign treasurer (candidate and specific-purpose committee); report of contributions and expenditures (candidate-officeholder and specific-purpose committee); application for mail ballot, and a set of administrative forms if ordered from a supply house. (Set up schedule for ordering precinct sets and other forms if they are to be ordered later.)	City Secretary	5.31 31.17(a)	*121st
Thu Jan 6- Fri Jan 28	Review recommendation for following steps listed in M §1.62 for possible needed or desired action: Steps 1 through 5 (revising election precincts; designating polling places; changing method of voting if equipment is available but not adopted for use or if acquisition of equipment by city is desired; and contracting, if any); Step 12 (establishing or changing terms of election judges).	City Secretary and City Council	1.62	*121st thru *99th
Fri Jan 7	<i>First day voters may apply for a ballot by (ABBM), for an Annual ABBM, or for a Federal Postcard Application (FPCA).</i>	City Secretary	9.44(a)	120th
Tue Jan 18	Last day for timely filing of semi-annual report of contributions and expenditures. Note: Because Jan 15 is a Sat and Mon is Martin Luther King Day, the deadline is extended to Tue.	City Secretary	3.12(b) 3.16	Jan 15
Wed Jan 19	GENERAL ELECTION FIRST DAY FOR FILING APPLICATION for place on ballot. This is the 30th day before filing deadline.	City Secretary	2.14(a)	108th
Wed Jan 19	FIRST DAY FOR FILING DECLARATION OF WRITE-IN CANDIDACY.	City Secretary	2.19(b)	108th

*An asterisk in Column 5 indicates the time stated is not required by statute.

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Mon Jan 24- Fri Feb 18	Recommended period and statutory deadline for ORDERING ELECTION. Note: Sometimes the phrase "calling" election is used.	Mayor [endnote 3]	6.03	*103rd thru 78th
Mon Feb 7	LAST DAY for small city in small county to provide secretary of state notice of intent to use exception to accessibility requirements or show undue burden, if required. 90th day is on Sun. This action is extended to Mon.	City Secretary	5.25(c)	(89th)
Tue Feb 15	If the candidate dies on or before Feb 15 (day before the 2nd day before filing deadline, in other words, the 3rd day before the filing deadline), the City Secretary MUST remove candidate's name from ballot. Note: If a candidate dies after this date but on or before the filing deadline, see endnote 4.	City Secretary	6.23(c)	81st
Fri Feb 18	GENERAL ELECTION STATUTORY LAST DAY FOR ORDERING ELECTION [endnote 2].	Mayor [endnote 3]	6.03	78th
Feb 18	LAST DAY FOR FILING APPLICATION FOR PLACE ON BALLOT (must be received by 5 p.m.). City Secretary's office should stay open until 5 p.m. Note: If a candidate dies after February 15 but on or before the filing deadline, see endnote 4.	City Secretary	2.14 6.23(c)	78th
Feb 18	Recommended LAST DAY FOR NOTICE DESIGNATING ELECTION PRECINCTS AND POLLING PLACES.	City Council	5.42(d)	*78th
Feb 18	Recommended first day to provide 4-DAY NOTICE OF DRAWING to candidate. Note: Only written notice by mail is required 4 days before the drawing, but phone or email notice should follow the same timeline.	City Secretary	6.22(a)(2)	*78th
Mon Feb 21	Recommended beginning date for preliminary work on appointment of election judges. Note: When this date falls on Presidents' Day, a state holiday (3rd Mon in Feb), these recommended actions may be taken if the city secretary's office is open.	City Secretary	7.01	*75th

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Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Feb 21	Recommended first day to POST public's 72-HOUR NOTICE OF DRAWING for order of names on ballot. Must be posted at least 72 hours preceding the time of the drawing. Note: See prior note for this date.	City Secretary	6.22(a)	*75th
Tue Feb 22	LAST DAY FOR A WRITE-IN CANDIDATE to declare candidacy in the GENERAL election.	City Secretary	2.19(b)	74th
Wed Feb 23	If no candidate has an opponent in an election considered to be a separate election, deliver the certification of unopposed candidates to the city council.	City Secretary	6.12	*73rd
Feb 23	Last day for filing application for place on the ballot if a candidate died after February 15 but on or before the Feb 18 filing deadline and the City Secretary chose to remove the candidate's name from the ballot [see endnote 4].	City Secretary	2.14(b)	73rd (5th day after filing deadline)
Thu Feb 24- Mon Feb 28	Recommended period to CONDUCT DRAWING FOR ORDER OF NAMES ON BALLOT. Prepare ballot format and send it to printer.	City Secretary	6.22(b)	*72nd thru *68th
Fri Feb 25	LAST DAY for a ballot candidate in general election to withdraw and have name omitted from the ballot (withdrawal request must be received by 5 p.m.). EXCEPTION: A withdrawal submitted after this date is valid if it is submitted before the ballots are prepared AND if the public notice of the logic and accuracy test has not been published.	City Secretary	6.23(c) 3.02(b)	71st
Feb 25	LAST DAY for a write-in candidate to withdraw in general election and have name omitted from write-in list. The statute does not state a time, but the SOS considers 5 p.m. the deadline.	City Secretary	3.02(b) 3.02(c)	71st
Feb 25	LAST DAY that a declaration of ineligibility causes omission of candidate's name from ballot in the general election. City secretary's office should stay open until 5 p.m.	City Secretary	3.04(d)	71st
Sat Feb 26	LAST DAY to order a SPECIAL ELECTION to fill a vacancy so that the filing deadline will be the 62nd day before election day. This date remains on Sat because it is not the last day to order a special election.	City Council City Secretary	12.03(f)	70th

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Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Mon Mar 7	If a SPECIAL ELECTION to fill a vacancy was ordered on or before the 70th day before the election, this is the LAST DAY to file an application for a place on the ballot and the LAST DAY to file a declaration of write-in candidacy in the SPECIAL ELECTION. 62nd day is on Sunday. This action is extended to Mon. Note: For information on removal of deceased candidate's name from the special election ballot, and extended filing and withdrawal deadlines, see endnote 4.	City Secretary	12.03(f)	62nd (61st)
Tues Mar 8	If an allegation is filed with the Texas Ethics Commission, this is the first day of the period TEC will defer an investigation until after election (or runoff).	City Secretary Texas Ethics Commission	3.01	60th
Mar 8	Recommended day to contact the county clerk or elections administrator concerning availability of the initial list of voters who have submitted annual applications for ballot by mail (ABBM). Note: If the deadline falls on Texas Independence Day, which is not the case this year, these actions don't move as they are not statutory deadlines.	City Secretary	9.43	*60th
Mar 8	LAST DAY TO DELIVER NOTICE OF THE ELECTION TO THE COUNTY CLERK AND VOTER REGISTRAR (or elections administrator) of each county in which the election will be held. Note: The notice must identify the main early voting place as such and include the early voting clerk's mailing address, physical address if different from the mailing address, fax, phone, email, and website. If the deadline falls on Texas Independence Day, which is not the case this year, the deadline moves forward.	City Council (City Secretary)	6.54(c)	60th
Fri Mar 11	Extended deadline to file for a place on the ballot in a city office having a 4-year term if no one has filed by 5 p.m. on Feb 18 (must be received by 5 p.m.).	City Secretary	2.14(b)	57th

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Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Mar 11	If a SPECIAL ELECTION to fill a vacancy was called on or before the 70th day before the election this is the: LAST DAY for a candidate in the special election to withdraw (withdrawal request must be received by 5 p.m.); and LAST DAY that a declaration of ineligibility causes omission of candidate's name from the ballot. EXCEPTION: a withdrawal submitted after this date is valid if it is submitted before the ballots are prepared AND if the public notice of the logic and accuracy test has not been published. Note: For information on removal of deceased candidate's name from the special election ballot, and extended filing and withdrawal deadlines, see endnote 4.	City Secretary	6.23 12.03(f)	57th
Mon Mar 14- Fri Mar 25	Recommended period for APPOINTING ELECTION JUDGES [endnote 2]. (Schedule for first council meeting after period if no meeting during period.)	City Council [endnote 3]	7.42(a)(2)	*54th thru *43rd
Thu Mar 17	RECOMMENDED DATE TO PRINT BALLOTS that have been prepared earlier.	City Secretary	6.25	*51st
Fri Mar 18	Beginning date of period for mandatory office hours. City Secretary must keep office open for at least 3 hours a day during regular office hours on regular business days.	City Secretary	6.80(a)	50th
Mar 18	Last day for a challenge of a candidate application based on form, content, procedure. Note: Old law was 46th day.	City Secretary	2.17(d)	50th
Tue Mar 22	Last day to order a SPECIAL ELECTION to fill a vacancy.	City Secretary	12.03(e) 12.03(f)	46th

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Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Wed Mar 23	<i>DEADLINE for mailing ballots to FPCA voters and other voters who are eligible for early voting because they are voting from outside the United States. If it is not possible to mail these ballots by this deadline, the city secretary must notify the secretary of state within 24 hours of knowing the deadline will not be met.</i> Note: Information on the roster for a person who votes early voting in person or by mail must be available for public inspection and on the website of the early voting clerk by 11 a.m. on the day after the information is entered on the roster (for voters voting in person) or by 11 a.m. on the day after the early voting clerk receives the ballot (for voters voting by mail). If the entity does not maintain a website, the information must be on the bulletin board used for posting notices.	City Secretary	9.49(b) 9.82	45th
Mon Mar 28	If a SPECIAL ELECTION to fill a vacancy was ordered after the 70th day before the election but on or before the 46th day before election day, this is the LAST DAY for filing an application for a place on the ballot OR to file a declaration of write-in candidacy in the SPECIAL ELECTION. Note: For information on removal of deceased candidate's name from the special election ballot, and extended filing and withdrawal deadlines, see endnote 4.	City Council	12.03(f)	40th
Sat Apr 2	LAST DAY for a candidate in a SPECIAL ELECTION with a filing deadline of the 40th day, to withdraw or be declared ineligible and have name omitted from the ballot. The 35th day is Sat, Apr 2. EC 1.006 does not apply to this deadline, and this deadline is not moved [EC §145.092(e)]. EXCEPTION: A withdrawal submitted after this date is valid if it is submitted before the ballots are prepared AND if the public notice of the logic and accuracy test has not been published. Note: For information on removal of deceased candidate's name from the special election ballot, and extended filing and withdrawal deadlines, see endnote 4.	City Secretary	12.03(g)	35th

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Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Thu Apr 7	Due date for filing first report of campaign contributions and expenditures by opposed candidates and specific-purpose committees supporting or opposing opposed candidates by 5 p.m. or midnight if filed electronically. City secretary's office should stay open until 5 p.m. See endnote 5 for current threshold dollar amounts.	City Secretary	3.13(b)	30th
Apr 7	Last day for submitting voter registration application in time to vote at the election or for requesting transfer of registration in time to vote in new precinct not in the same county and territory.	Registrar	4.07(f) 4.23(d)	30th
Apr 7	<i>LAST DAY TO MAIL BALLOTING MATERIALS for early voting by mail to persons whose applications were accepted before the 37th day. The clerk must mail ballots out to voters by the 30th day before election day if the clerk accepted the application by the 37th day before election day (old law was the 45th day). In any case, ballots should be mailed as soon as possible.</i>	City Secretary	9.44(a)	30th
Apr 7- Wed Apr 27	PERIOD FOR PUBLISHING NOTICE OF ELECTION. Must be published at least once in a newspaper during this period. Note: If the deadline falls on Apr 21, San Jacinto Day, which is not the case this year, it is recommended that the notice be published before Apr 21.	Mayor [endnote 3]	6.52(a)	30th thru 10th
Apr 7	Minimum 10th day to begin posting continuous notice if signature verification committee meets Apr 17. Note: The city council makes the appointments not later than 5 days after the city secretary calls for appointment.	City Secretary	7.34 6.70(a) 7.33	*30th
Apr 7	Recommended last day to notify presiding judges of duty to hold election.	Mayor	7.42(a)(2)	*30th
Apr 7	Recommended last day to request voter registrar to prepare lists of registered voters and furnish statement of residence forms to be used in conducting the election.	City Secretary	4.34(a)	*30th
Apr 7	Recommended day to begin posting the Notice of Voting Order Priority for voters with mobility issues on the city's website if the city maintains one.	City Secretary	10.23(d)	*30th

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Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Sat Apr 16 (Apr 14 recommended)	LAST DAY for POSTING (1) notice of election on bulletin board used for posting notices of city council meetings, and (2) date, location of each polling place, and each candidate and measure on the ballot on the city's website. Note: The 21st day is Sat, meaning the notice can be delayed until Mon, Apr 18. The better practice is to post no later than Fri. However, this year, Easter falls on Sun, Apr 17, and some offices may be closed Good Friday. Accordingly, Thu, Apr 14 is recommended.	City Secretary [endnote 3]	6.52(b)	21st (22nd)
Apr 16- Sat May 7	For cities conducting bond elections, additional posting requirements are due. Note that additional publication requirements also apply. Consult bond counsel.	City Secretary	6.70(a)	21st thru Election Day
Sun Apr 17	Type B cities: LAST DAY TO POST notice of election in three public places. Note: EC §1.006 does not apply to a deadline like this one from the LGC.	City Secretary	6.52(b)(3)	20th
Apr 17	<i>First day a signature verification committee (SVC) may begin work.</i> Note: EC §1.006 does not apply to the starting date. EC §87.0271 requires SVC to inform voters of certain defects in the carrier envelope within 2 days of identification.	City Secretary	6.70(a) 6.72	20th
Mon Apr 18	<i>Last day for unregistered applicant to submit a federal postcard application and be eligible to vote a full ballot. (The 20th day before the election is Sun, Apr 17. The deadline is extended so that if the application is placed in the mail by Mon, Apr 18, it is timely.)</i>	City Secretary	9.61(a)	20th (19th)
Tue Apr 19	<i>Recommended last day for publication of notice of the test of automatic tabulating and DRE equipment to be used in early voting if the test is on Apr 22. (Notice for tabulating equipment must be 48 hours before date of test. Notice for DRE equipment must be 48 hours before test begins.)</i>	City Secretary	6.63(d)(2) 6.64(c)	18th
Apr 19	<i>Last day early voting clerk, upon receipt of defective early voting application, must mail 2nd application with explanation of defects and instructions.</i>	City Secretary	9.46(b)	18th
Wed Apr 20	<i>Last day to begin posting continuous notice of schedule for branch early voting polling places. (5th day before beginning of early voting by personal appearance.)</i>	City Secretary	9.14(c)	17th

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Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Fri Apr 22	<i>Last day to accept an FPCA without a postmark to prove mailing date and mail the voter a full ballot if the voter is not permanently registered but meets the requirements to be registered under EC Title 2.</i>	City Secretary	9.66(b)	15th
Apr 22	<i>Last day for conducting first test of automatic tabulating and DRE equipment to be used for early voting (at least 48 hours before it is used).</i>	City Secretary	6.63(d) 6.64(c)	15th
Apr 22	STATUTORY DEADLINE FOR NOTIFYING JUDGES OF DUTY TO HOLD THE ELECTION.	Mayor	7.44(a)	15th
Apr 22	Last day to challenge write-in candidate for form, content, and procedure.	City Secretary	2.19(f)	15th
Sun Apr 24	<i>First day a city holding joint election with a county with a population of 100,000 or more may convene the early voting ballot board to process mail ballots.</i> Note: 24-hour notice must be posted for each delivery of voting materials made before election day. The board may process the materials but may not count the ballots until after the end of the period of early voting by personal appearance. (9th day before end of early voting by personal appearance). The board must provide notice of opportunity to cure certain defects in the carrier envelope within 2 days of identifying the deficiency. EC §1.006 does not apply to the first day.	City Secretary	9.57(a)(2) 10.03	13th
Mon Apr 25	FIRST DAY FOR EARLY VOTING BY PERSONAL APPEARANCE. <i>If voting will be conducted on Sat or Sun, Apr 30 or May 1, notice of schedule must be posted at least 72 hours before first hour of the weekend voting.</i>	City Secretary	9.14	12th
Apr 25	<i>First day for new illness or disability allowing late application for late (emergency) early voting.</i>	Voter	9.73	12th
Apr 25- Thu Apr 28	<i>Possible period for posting notice amending notice of branch early voting polling places after early voting by personal appearance starts.</i>	City Secretary	9.14(d)	12th thru 9th

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Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Tue Apr 26	<i>Regardless of method of delivery, last day to accept application by mail for a ballot to be voted by mail, by 12 noon or close of business, whichever is later.</i> Note: If the deadline falls on a Sat, Sun, or legal holiday, then personal delivery must be the first regular business day preceding that day.	City Secretary	9.44(b)(1) 9.45(b)	11th
Apr 26	<i>Last day to accept an FPCA from a registered voter.</i>	City Secretary	9.61	11th
Apr 26	<i>Last day for county clerk or election administrator to deliver final list of voters that submitted an annual ABBM.</i>	City Secretary	9.43(a)(2)	11th
Wed Apr 27	LAST DAY FOR PUBLICATION OF NOTICE OF ELECTION. Note: In some years, this deadline is April 21, San Jacinto Day, but it is highly recommended that the notice be published no later than the 10th day before election day.	Mayor [endnote 3]	6.52(a)(1)	10th
Apr 27	<i>Last day to post notice if early voting will be conducted on Sat, Apr 24.</i>	City Secretary	9.12(a)(2)	10th
Thu Apr 28	<i>Last day to post notice if early voting will be conducted on Sun, Apr 25.</i>	City Secretary	9.12(a)(2)	9th
Fri Apr 29	Due date for filing second report of campaign contributions and expenditures by 5 p.m. or midnight if filed electronically. See endnote 5.	City Secretary	3.15	8th
Mon May 2	Last day for publication of notice of first test of automatic tabulating equipment to be used at a <u>polling place</u> if the first test is on May 4. (48 hours before test begins.) Note: Testing must occur 48 hours before equipment is to be used (starting at 7 a.m. on Election Day).	City Secretary	6.64(c)	*5th
May 2	Last day for publication of notice of first test of DRE equipment to be used at a <u>polling place</u> if the first test is on May 4. Note: Notice must be published at least 48 hours before test begins for DRE's.	City Secretary	6.63(d)(1)	*5th
May 2	Last day for publication of notice of first test of automatic tabulating equipment to be used at a <u>central counting station</u> if the first test is on May 4 (48 hours before test begins).	City Secretary	6.64(b)	5th
May 2	<i>Last day for early voting clerk to receive mailed ABBM when voter submitted ABBM via email or fax on Tue, April 26.</i>	City Secretary	9.45(c)	5th

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Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
May 2	<i>First day for death in family to qualify for late (emergency) early voting.</i>	City Secretary	9.73(a)	5th
Tue May 3	LAST DAY OF REGULAR EARLY VOTING BY PERSONAL APPEARANCE.	City Secretary	9.11(b)	4th
May 3- Sat May 7	<i>As soon as early voting by personal appearance is over until 7 p.m. on May 7, early voting materials may be delivered to the early voting ballot board for qualifying purposes when paper ballots are used or automatically tabulated ballots are used at a central counting station.</i> Note: Ballots may not be counted until election day, except if election is held jointly with a county of 100,000 or more. See below. Post notice of delivery continuously 24 hours before each delivery. Ensure that the counting equipment has been tested at least 48 hours before tabulation begins.	City Secretary	9.57(a)(1) 9.57(a)(3)	4th thru close of polls
May 3	<i>First day the early voting ballot board may begin counting ballots in an election held jointly with a county having a population of 100,000 or more.</i> Note: Ensure that the counting equipment has been tested at least 48 hours before tabulation begins.	Early Voting Ballot Board	9.57(a)(2)	4th at close of polls
Wed May 4	LAST DAY for first test of automatic tabulating equipment to be used at a polling place or central counting station and DRE equipment to be used at a polling place. If tests are conducted on this day, make sure all notices have been published. See entries for May 2 for deadlines for notice publication.	City Secretary	6.63(d)(2) 6.64(b) 6.64(c)	3rd
May 4	<i>Last day to receive an application to cancel mail ballot that has not arrived at the early voting clerk's address as listed on the carrier envelope.</i>	City Secretary	9.54(a)	3rd
May 4	Last day for conducting first test of automatic tabulating equipment to be used at a <u>polling place</u> (at least 48 hours before used for counting on election day). To assure 48 hours before 7 a.m. of election day, test must be by 3rd day. Notice must be published at least 48 hours before date of test.	City Secretary	6.64(c)	3rd

*An asterisk in Column 5 indicates the time stated is not required by statute.

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
May 4	Last day for conducting first test of DRE equipment to be used at a <u>polling place</u> or central counting station (at least 48 hours before voting begins on election day). To assure 48 hours before 7 a.m. of election day, test must be by 3rd day. Notice must be published at least 48 hours before test begins for DREs.	City Secretary	6.63(d)(2)	3rd
May 4- Fri May 6	<i>Period to apply for late (emergency) early voting because of death in family May 2 or later. Requires absence from county on election day.</i>	City Secretary	9.73(a)	3rd
May 4- May 6	Recommended time to prepare list of registered voters for early voting ballot board if more than one early voting polling place. The early voting clerk must mark the names on the list of registered voters of persons who voted early before this list is delivered to the precinct election judges.	City Secretary	9.83	*3rd thru 1st
May 4- Sat May 7	<i>Period to apply for late (emergency) early voting because of illness or disability originating on or after Apr 25.</i>	City Secretary	9.72(b)	3rd thru Election Day, 5 p.m.
Thu May 5	Last day for first test of automatic tabulating equipment to be used at a <u>central counting station</u> . The equipment must be tested at least 48 hours before it is used to count votes. Notice must be published at least 48 hours before date of test.	Presiding Judge	4.31	2nd
Fri May 6	<i>Last day to deliver precinct list of registered voters, with the early voting voters marked, to presiding judges and recommended date for delivery of supplies to presiding judges.</i>	City Secretary	9.83(e)	1st
May 6	Recommended date for delivery of equipment to polling places (statutory deadline is 6 a.m. on election day).	City Secretary	6.65(b)	*1st
May 6	RECOMMENDED DAY TO POST NOTICE OF COUNCIL MEETING to canvass the returns if canvass will be on 3rd day after election. Notice must be posted at least 72 hours before time of meeting.	City Secretary	11.13	*1st
May 6	<i>Last day to apply (by close of business) for and vote a ballot by personal appearance due to death in immediate family that occurred May 2 or later.</i>	City Secretary	9.73(b)	1st

*An asterisk in Column 5 indicates the time stated is not required by statute.

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
May 6	One-year deadline to post candidacy and election information for the next general election to be held on May 6, 2023.	City Secretary	2.14(d)	next May election - 365 days
Sat May 7	ELECTION DAY. Polls are open 7 a.m. to 7 p.m. Voting by sick or disabled voters at main early voting place, 7 a.m. to 7 p.m., where electronic voting systems are used at precinct polling place.	City Secretary	9.71	E Day
May 7	<i>7 a.m. to 7 p.m. early voting clerk's office must remain open for early voting activities.</i>	City Secretary	10.13(c)	E Day
May 7	<i>5 p.m. deadline for late applications for ballots from voters who became ill or disabled Apr 25 or later.</i>	City Secretary	9.72(b)	E Day
May 7	<i>Deliver early voting ballots, etc., to early voting ballot board. Second key to ballot box is delivered by chief of police or marshal.</i>	City Secretary	10.13(c)(1) 9.57(b)(1)	E Day
May 7	<i>7 p.m. deadline for receiving ballots from voters who became ill or disabled Apr 25 or later.</i>	City Secretary	9.72(b)	E Day
May 7	<i>7 p.m. first deadline for receiving early voting mail ballots, except overseas and armed forces ballots and certain ballots place for delivery before this deadline. After regular mail delivery, check mailbox for early voting mail ballots. See additional deadline on +1 day.</i>	City Secretary	9.50(a)	E Day
May 7	Receive precinct records, voted ballots, etc. (Chief of police or marshal receives keys to ballot boxes containing voted ballots.)	City Secretary Mayor	10.13(c) 10.32(d)	E Day
May 7	PREPARE UNOFFICIAL TABULATION OF RESULTS. Note: Presiding judge must notify city secretary if counting will not be complete by 2 a.m.	City Secretary	10.34 10.32(b)	E Day
Mon May 9	<i>Second deadline for receiving mail ballots if the delivery envelope arrives before 5 p.m. and has a cancellation mark indicating it was placed for delivery at or before 7 p.m. (7 p.m. local time for the place of election). This second deadline occurs the day after the election. The day after the election is Sun. This deadline is extended to Mon, May 9.</i> Note: This applies to voters who applied for a ballot by mail and cast a by-mail ballot from within the United States.	City Secretary	9.50(a)	+1 (+2)

*An asterisk in Column 5 indicates the time stated is not required by statute.

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
May 9	<i>First day for public access to early voting by mail applications and for mailed early voting ballot materials, including those for annual ABBMs.</i> Note: Information on the roster for a person who votes early voting in person or who votes early by mail to be available for public inspection and on the County or City's website (or bulletin board if there is no website) when information on voters voting in person is entered on the roster or when ballots by mail are received. See entry for Wed, Mar 23.	City Secretary	11.70(d)(2)	+1 (+2)
May 9	<i>Last day to deliver provisional ballots to Voter Registrar of each county in which city is located.</i>	City Secretary	10.30(a)(2)	+1 (+2)
Tue May 10	Recommended day to provide Official STATEMENT OF ELECTED OFFICER NOT APPOINTED BY THE GOVERNOR and OATH OF OFFICE to candidates who appear to have won or may win. These are now Secretary of State Forms 10-2 and 10-3. These are provided at this time for information. They must be signed after the canvass.	City Secretary	11.20 11.21	+3
May 10 - Mon May 16	<i>Period during which early voting ballot board may meet to count ballots received from outside the United States if the early voting clerk certifies that all ballots mailed from outside the United States have been received.</i>	Early Voting Ballot Board	11.03	+3 thru +9
May 10 - Wed May 18	PERIOD FOR OFFICIAL CANVASS. Mayor sets exact day and hour. City secretary records results in election register as soon as practicable after canvass. Note: Canvass may occur before 11th day only if all FPCA ballots have been received, the EVBB has completed the count of provisional ballots, and there are no deficiencies in mailed ballot carrier envelopes (certain deficiencies can be cured up to 6th day after election day).	Mayor City Secretary City Council	11.12 6.72	+3 thru +11
May 10 - 18	<i>Completion before canvass of report of early votes cast for each candidate or measure, by election precinct.</i>	City Secretary	11.04(b)	+3 thru +11
May 10 - 18	AFTER CANVASS, ISSUE CERTIFICATES OF ELECTION, except that if a recount has been requested, the certificate of election for that office may not be issued until after the recount.	Mayor	11.20	+3 thru +11

*An asterisk in Column 5 indicates the time stated is not required by statute.

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
May 10 - Tue May 31	Partial manual count of electronically counted ballots must begin not later than 72 hours after polls close and be completed by the +21st day. Note: Deadline falls on Sat, May 28 and Mon, May 30 is Memorial Day, so the deadline moves to Tue.	City Secretary	11.31	+3 thru +21 (+25)
Thu May 12	Last day to receive a ballot from <u>outside</u> the United States, from a <u>non-military voter</u> , IF cancellation or receipt mark indicates ballot was placed for delivery by 7 p.m. on election day.	City Secretary	9.50(b)(1)	+5
Fri May 13	Last day to receive an FPCA ballot from a member of the U.S. Armed Services or Merchant Marines or a spouse or dependent of a member. <u>NO</u> cancellation or receipt mark showing date placed for delivery is required on these ballots.	City Secretary	9.26(d)(3)	+6
May 13	Last day for provisional voter to present ID to voter registrar or execute required affidavit.	Voter Registrar	10.30(d)	+6
May 13	Last day for voter registrar to complete the review of provisional ballots.	Voter Registrar	10.30(d)	+6
May 13	Last day for a vote-by-mail voter to cure certain deficiencies in the carrier envelope.	Voter	6.72	+6
May 13	Type A elected officials may qualify and assume duties of office [LGC §22.006]. The statute states 5th day after election, excluding Sundays. The resulting day is the 6th day after. Officials may not take office until the canvass is complete unless the election was cancelled.	Candidate with City Secretary	11.23(a)	+6
Sun May 15 - Mon May 23	ORDERING OF RUNOFF ELECTION, if necessary, not later than 5th day after canvass.	City Council or Mayor [endnote 3]	12.01(c)(2)	+8 thru +16
Mon May 16	Last day for Voter Registrar to designate a time of delivery of provisional ballots to the general custodian of election records or presiding judge of the EVBB. Time must occur before EVBB convenes. The +7 day is May 14, a Sat. This deadline is extended to Mon.	Voter Registrar	10.30(d)	+7 (+9)
May 16	Last day for general custodian of election records or presiding judge of the early voting ballot board to retrieve the provisional ballots from the voter registrar.	City Secretary or Judge of EVBB	10.30(d)	+9

*An asterisk in Column 5 indicates the time stated is not required by statute.

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
May 16	First date a mailed ballot can be rejected if the carrier envelope was not properly executed, the signatures do not match, or is missing a statement of residence.	EVBB	6.72	+7 (+9)
May 16	Last day for the EVBB to convene for counting the provisional ballots or any mail ballots timely and properly received after election day. See entries for May 9, 12, and 13. Note: This deadline is the 13th day in November of even-numbered years.	Early Voting Ballot Board	11.01(b)	+9
Tue May 17	Last day for presiding judge of EVBB to mail notices of rejected mail ballots to voters.	Presiding Judge of EVBB	11.03(a)	+10
Wed May 18	LAST DAY for conducting the official canvass of the election.	City Council	11.12	+11
Fri May 20 - Sat May 28 (May 27 recommended)	Period during which notice of disposition of provisional ballots must be mailed to voters. Note: EC §1.006 arguably does not apply to a timeframe set by rule, 1 TAC 81.176(e). Mon, May 30, is Memorial Day, a legal national holiday. Accordingly, Fri, May 27 is recommended.	Presiding Judge of EVBB	11.01(f)	By 10th day after canvass
Mon May 23	Election records must be available in an electronic format no later than this day, for a fee of not more than \$50.00. If the deadline is Sun, it moves to Mon.	City Secretary	11.70(c)	+15 (+16)
Mon May 30 - Tue July 5	POSSIBLE PERIOD FOR RUNOFF ELECTION, depending on date of official canvass, unless a charter provides for a later date. If 45th day is Sat, the deadline moves to Mon unless Mon is July 4 holiday. Note: EC §1.006 does not apply to the start of the period, but as a practical matter, an election is not likely to be held on May 30, Memorial Day. Also note the order of the names on the runoff ballot appear in the same order as on the general election ballot, so no ballot drawing is required for the runoff ballot.	City Secretary/ City Council	12.01(d) 12.02(e)	20th-45th (47th) day after canvass
Tue May 31	Last day for mailing results of manual count to secretary of state. Note: If +21st day is Sat, the deadline is extended to Mon, but May 30 is Memorial Day, a legal national holiday.	City Secretary	11.31(c)	+21 (+25)

*An asterisk in Column 5 indicates the time stated is not required by statute.

Date	Action	By or With Whom Taken	Manual Ref. §	Column 5
Mon Jun 6	Last day Type A elected officials may qualify and assume duties of office; if they fail to qualify by this day, the office is considered vacant	Candidate with City Secretary	11.23(a)	+30
Thu Jun 16	LAST DAY OF MANDATORY OFFICE HOURS.	City Secretary	6.80(a)	+40
Thu July 7	First day for transfer of voted ballots from the locked ballot box to another secure container.	City Secretary	11.70(e)	+61
Fri July 15	Last day for timely filing of semiannual report of contributions and expenditures.	City Secretary	3.12(b)	July 15
Thu Mar 7, 2024	Last day of preservation period for ballots and other precinct election records of city election, except for candidate applications.	City Secretary	11.71(c)	+22 months
Tues May 7, 2024	Last day of preservation period for candidate applications and certain petitions.	City Secretary	11.71(d)	+2 years

Endnotes

1. The following information must be posted on a city's website [M §2.14(d)], if the city maintains a website [M §1.53]: (1) the city's contact information, including a mailing address, telephone number, and e-mail address; (2) each elected officer of the city; (3) the date and location of the next election for officers of the city; (4) the requirements and deadline for filing for candidacy of each elected office of the city for the next election (posted one year prior to the date of that election); (5) notice of city council meetings; and (6) minutes of city council meetings. A city with population of less than 5,000 located in a county with population of less than 25,000 does not have to post (5) and (6).
2. The city's governing body may choose to conduct a mock student election under EC §276.007. The major steps taken for a general election should be taken for a student election. The student election may be held on the first day before the election, but results must not be published until after the polls close on election day.
3. Follow home-rule city's charter provision, if any.
4. If a candidate on the ballot dies on or before the filing deadline, the City Secretary MAY choose to remove the candidate from the ballot, in which case, the filing deadline is extended 5 days. If that extended filing deadline for filing falls on a weekend or holiday, it is extended to the next business day.

*An asterisk in Column 5 indicates the time stated is not required by statute.

Withdrawal deadlines after the extended filing deadlines will also be impacted. In other words, the Monday, March 7 filing deadline for a special election to fill a vacancy ordered on or before the 70th day before election day would be extended to Monday, March 14, and the withdrawal deadline for that extended deadline would be Saturday, March 19 (the withdrawal deadline does NOT move to the next business day [EC §145.092(e)]). The Monday, March 28 filing deadline for a special election to fill a vacancy ordered after the 70th day but on or before the 46th day before election day would be extended to Monday, April 4, and the withdrawal deadline for that extended deadline would be Saturday, April 9 (the withdrawal deadline does NOT move to the next business day).

5. See Texas Ethics Commission rules [1 TAC §18.31] for the full list of 2022 threshold reporting dollar amounts. The following is a summary of the most common ones [M Ch. 3]:

Election Code §	Threshold Description	Original Amount	2021 Amount	2022 Amount
253.031(b)	<i>PAC</i> : amount of contributions or expenditures permitted before appointment of treasurer is required.	\$500	\$910	\$920
254.036	<i>Electronic Filing Exemption</i> : amount at or below which a filer may qualify.	\$20,000	\$28,420	\$28,800
254.095	<i>Local officeholders, contributions</i> : amount over which reporting is required.	\$500	\$930	\$940
254.181 254.182 254.183	<i>Candidate or specific-purpose PAC, modified reporting</i> : contribution or expenditure amount at or below which filers may avoid pre-election reports.	\$500	\$930	\$940

*An asterisk in Column 5 indicates the time stated is not required by statute.



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: Administration

Contact: Dixie Roberts, ACM/City Secretary

Agenda Item: Consider Ordinance 22-A, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 2-20.1, Carrying Concealed Handguns on City property; and Section 2-20.3, Senior Citizens Board; and setting forth other provisions related thereto.

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

Summary: This Ordinance amends Chapter 2, Administration of the Code of Ordinances. The proposed changes were presented to City Council at the January 15, 2022 council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendments as presented. The changes in summary are:

- Section 2-20.1 – Amending the carrying of a firearm on City property to reflect current law (presented by Chief Lee)
- Section 2-20.3 - Adding residency requirements to the Alvin Senior Citizens Board (presented by Dixie Roberts)

Staff recommends approval of Ordinance 22-A.

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:** 1/26/2022 SLH

Supporting documents attached:

- Ordinance 22-A clean version
- Ordinance 22-A redlined

Recommendation: Move to approve Ordinance 22-A, amending Chapter 2, Administration, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, Section 2-20.1, Carrying Concealed Handguns on City property; and Section 2-20.3, Senior Citizens Board; and setting forth other provisions related thereto.

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

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

ORDINANCE NO. 22-A

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE I, IN GENERAL, SECTION 2-20.1, CARRYING CONCEALED HANDGUNS ON CITY PROPERTY, AND SECTION 2-20.3, SENIOR CITIZENS BOARD; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Chapter 2, Administration, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

ARTICLE I. IN GENERAL

...

Sec. 2-20.1. – Carrying firearms or other prohibited weapons on city property.

- (a) All persons other than licensed peace officers are prohibited from carrying or possessing handguns, any type of firearm or a prohibited weapon on city-owned or leased premises, as specified in section 46.03 of the Texas Penal Code (Places Weapons Prohibited). This prohibition shall apply whether or not the person is licensed to carry a handgun.
- (b) The City Council directs the City Manager or his/her designee to post the appropriate signage and to provide such other notice, in accordance with section 46.03 of the Texas Penal Code (Places Weapons Prohibited), to effectuate the council's directive specified in paragraph (a) hereof.

...

Sec. 2-20.3. Senior citizens board.

- (a) *Creation; number; appointment; vacancies.* There is hereby created a senior citizens board to be comprised of seven (7) members. Members of the board shall be residents of the City and appointed by the mayor subject to the approval of the City Council by a majority vote. Vacancies on the board shall be filled according to the same procedure.

...

Section 2. Code of Ordinances. It is the intention of the City Council that this ordinance shall become a part of the Code of Ordinances for the City of Alvin, Texas, and may be codified therein accordingly.

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

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 3rd day of February 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 22-A

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE I, IN GENERAL, SECTION 2-20.1, CARRYING CONCEALED HANDGUNS ON CITY PROPERTY, AND SECTION 2-20.3, SENIOR CITIZENS BOARD; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Chapter 2, Administration, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

ARTICLE I. IN GENERAL

...

Sec. 2-20.1. ~~— Carrying **concealed handguns**~~ firearms or other prohibited weapons on city property.

- (a) All persons other than licensed peace officers are prohibited from carrying or possessing ~~concealed~~ handguns, ~~or~~ any type of firearm or a prohibited weapon on city-owned or leased premises, ~~including city-owned buildings and parking lots as specified in section 46.03 of the Texas Penal Code (Places Weapons Prohibited).~~ This prohibition shall apply whether or not the person is licensed to carry a ~~concealed~~ handgun. ~~City parks shall be included in this prohibition only insofar as legally authorized. Public streets shall not be included in this prohibition.~~
- (b) The ~~C~~city ~~C~~council directs the ~~C~~city ~~M~~anager or his/her designee to post the appropriate signage and to provide such other notice, in accordance with section ~~30.05~~46.03 of the Texas Penal Code (~~the criminal trespass law~~Places Weapons Prohibited), to effectuate the council's directive specified in paragraph (a) hereof.
- (c) ~~The city manager is authorized to take all steps reasonable and necessary to deny entry or continued presence on city-owned or leased premises to all persons (other than licensed peace officers) possessing concealed handgun or any type of firearm, including prosecution of such violators for the offense of criminal trespass.~~

...

Sec. 2-20.3. Senior citizens board.

- (a) *Creation; number; appointment; vacancies.* There is hereby created a senior citizens board to be comprised of seven (7) members. Members of the board shall be [residents of the City](#) [and](#) appointed by the mayor subject to the approval of the [Ceity Ce](#)council by a majority vote. Vacancies on the board shall be filled according to the same procedure.

...

Section 2. Code of Ordinances. It is the intention of the City Council that this ordinance shall become a part of the Code of Ordinances for the City of Alvin, Texas, and may be codified therein accordingly.

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

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*. Notice was also provided as required by Chapter 52 of the *Texas Local Government Code* and the *City of Alvin Charter*.

PASSED and APPROVED on the 3rd day of February 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: Administration

Contact: Dixie Roberts, ACM/City Secretary

Agenda Item: Consider Ordinance 22-B, removing Chapter 7, Court, from the Code of Ordinances of the City of Alvin, Texas, in its entirety; repealing Ordinance 97-K, Ordinance 99-CCC, Ordinance 03-EEE; and Ordinance 07-KKK; and setting forth other provisions related thereto.

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

Summary: This Ordinance removes Chapter 7, Court, from the Alvin Code of Ordinances. Legislation passed in 2019 consolidated a handful of local option municipal court fees into one local consolidated court fee. The local consolidated court fee is a \$14 fee assessed on a person convicted of a non-jailable misdemeanor. Every city is required to assign a portion of the local consolidated court fee revenue to building security, court technology, and juvenile case managers without regard for whether the city formally adopted the fee or not (not required to be adopted by ordinance).

The proposed changes were presented to City Council at the January 15, 2022 council/staff workshop facilitated with Ron Cox. During such time City Council had no objections to the amendment as presented. The change in summary:

- Chapter 7 – Removing this chapter in its entirety, as the provision for municipal court fee collections is now codified under state law. In the past, this language had to be in a city's Code of Ordinances for the municipal court to have the authorization to collect certain fees directed to fund certain local court amenities. This is now done automatically due to the state codification. (Presented by Dixie Roberts / Suzanne Hanneman)

Staff recommends approval of Ordinance 22-B.

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:** 1/26/2022 SLH

Supporting documents attached:

- Ordinance 22-B redlined

Recommendation: Move to approve Ordinance 22-B, removing Chapter 7, Court, from the Code of Ordinances of the City of Alvin, Texas, in its entirety; repealing Ordinance 97-K,

Ordinance 99-CCC, Ordinance 03-EEE; and Ordinance 07-KKK; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE NO. 22-B

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, REMOVING CHAPTER 7, COURT, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, IN ITS ENTIRETY; REPEALING ORDINANCE 97-K, ORDINANCE 99-CCC; ORDINANCE 03-EEE; ORDINANCE 07-KKK; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

Section 1. That Chapter 7, Court, of the Code of Ordinances, City of Alvin, Texas is hereby deleted in its entirety as addressed below and the following ordinances are hereby repealed: 97-K, 99-CCC, and 03-EEE and 07-KKK.

~~ARTICLE I. MUNICIPAL COURT SECURITY FUND~~

~~Sec. 7-1. Municipal court building security fund created.~~

~~There is hereby created a municipal court building security fund which shall be administered under the direction of the city council.~~

~~Sec. 7-2. Fee assessed.~~

~~A defendant convicted in a trial for a misdemeanor offense in municipal court shall pay a security fee in an amount set forth in chapter 28 of this Code, which fee shall be deposited in the city treasury to the credit of the fund. A person is considered convicted if (i) a sentence is imposed on the person; (ii) the person receives community supervision, including deferred adjudication; or (iii) the court defers final disposition of the person's case.~~

~~Sec. 7-3. Fund purposes.~~

~~The municipal court building security fund may be used only to finance the following items when used for the purpose of providing security services for any buildings housing the municipal court of the City of Alvin:~~

- ~~(1) The purchase or repair of x-ray machines and conveying systems;~~
- ~~(2) Hand-held metal detectors;~~
- ~~(3) Walk-through metal detectors;~~
- ~~(4) Identification cards and systems;~~
- ~~(5) Electronic locking and surveillance equipment;~~
- ~~(6) Bailiffs, deputy sheriffs, deputy constables or contract security personnel during times when they are providing appropriate security services;~~

- ~~(7) Signage;~~
- ~~(8) Confiscated weapon inventory and tracking systems;~~
- ~~(9) Locks, chains, alarms or similar security devices; or~~
- ~~(10) The purchase or repair of bullet proof glass; and~~
- ~~(11) Continuing education on security issues for court personnel and security personnel.~~

~~Sec. 7-4. Municipal court technology fund created.~~

~~That there is hereby created and established a municipal court technology fund (the "fund") pursuant to Vernon's Ann. C.C.P. art. 102.0172. The fund may be maintained in an interest bearing account in the general revenue fund.~~

~~Sec. 7-5. Fee.~~

~~That a fee of four dollars (\$4.00) shall be assessed and collected from a defendant upon conviction of a misdemeanor offense in the Alvin Municipal Court as a cost of court. A defendant is considered convicted if:~~

- ~~(1) A sentence is imposed on the person;~~
- ~~(2) The person is placed on community supervision, including deferred adjudication community supervision; or~~
- ~~(3) The court defers final disposition of the person's case.~~

~~The fee shall be collected on a conviction for an offense committed after the date this section is adopted on final reading. The clerk of the court shall collect the fee and pay the fee to the finance director of the city who shall deposit the fee into the fund.~~

~~Sec. 7-6. Fund purposes.~~

~~That the fund shall be used only to finance the purchase of or to maintain technological enhancements for the Alvin Municipal Court including:~~

- ~~(1) Computer systems;~~
- ~~(2) Computer networks;~~
- ~~(3) Computer hardware;~~
- ~~(4) Computer software;~~
- ~~(5) Imaging systems;~~
- ~~(6) Electronic kiosks;~~
- ~~(7) Electronic ticket writers; or~~
- ~~(8) Docket management systems.~~

~~The fund shall be administered under direction of the city council.~~

~~Sec. 7-7. Juvenile case manager fee/fund.~~

~~There is created a juvenile case manager fee, as set forth in the V.T.C.A., Code of Criminal Procedure art. 102.0174 ("Fee").~~

~~Sec. 7-8. Fee assessed.~~

- ~~(a) A defendant convicted of a 'fine only misdemeanor offense' in municipal court shall pay a juvenile case manager fee of five dollars (\$5.00), as a court cost. The fee does not apply to parking citations. For purposes of this section, a person is considered to be 'convicted' if:
 - ~~(1) A sentence is imposed on the defendant by the court, or~~
 - ~~(2) The defendant receives deferred disposition from the court, including deferred proceedings under V.T.C.A., Code of Criminal Procedure arts. 45.052 or 45.053.~~~~
- ~~(b) The municipal court judge is authorized to waive the juvenile case manager fee in cases of demonstrated financial hardship on the part of a convicted defendant. For example, the municipal court judge may waive the fee if the judge has determined that the defendant is:
 - ~~(1) Indigent;~~
 - ~~(2) Has insufficient resources or income to pay the fee; or~~
 - ~~(3) Is otherwise unable to pay all or part of the underlying fine or costs.~~~~
- ~~(a) The municipal court clerks shall collect the fee and pay it to the city treasurer to be kept in a separate fund known as the "Juvenile Case Manager Fund."~~
- ~~(b) The fund may be used to finance the salary and benefits of a juvenile case manager that is employed by the Municipal Court under V.T.C.A., Code of Criminal Procedure art. 45.056.~~
- ~~(c) The fund shall be administered by or under the direction of the city council.~~
- ~~(d) The juvenile case manager fee shall be charged to and applied only to conduct that occurs on or after January 1, 2008.~~

Section 2. Code of Ordinances. It is the intention of the City Council that this Chapter shall be removed the Code of Ordinances for the City of Alvin, Texas, and may be codified and renumbered therein accordingly.

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

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the provisions of *Chapter 52 of the Texas Local Government Code and the City of Alvin Charter*.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and the public

notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code. Notice was also provided as required by Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

PASSED and APPROVED on the 3rd day of February 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: City Attorney

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Discuss and consider Ordinance 22-C, annexing 193.55 acres of land, more or less, parcel of land located along State Highway 288 and FM 1462, in Brazoria County, Texas; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

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

Summary: On or about October 28, 2021, the Cardon Group, LLC, the Property Manager for owners of real property located in Brazoria County, petitioned the City of Alvin, Texas for voluntary annexation of 193.55 acres. The land being petitioned for annexation is contiguous and adjacent to the corporate limits of the city along the stretch of State Highway 35 between East South Street and East House Street. City Council authorized the commencement of annexation proceedings on December 2, 2021, in Resolution 21-R-33.

Public hearings were held on January 6, 2022, and January 11, 2022. There were no comments made at either public hearing. This Ordinance, upon passage, will finalize the annexation.

Staff recommends approval of Ordinance 22-C.

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:** 1/11/2022 SLH

Supporting documents attached:

- Ordinance 22-C, with exhibits

Recommendation: Move to approve Ordinance 22-C, annexing 193.55 acres of land, more or less, parcel of land located along State Highway 288 and FM 1462, in Brazoria County, Texas; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

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

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

ORDINANCE 22-C

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, ANNEXING 193.55 ACRES OF LAND, MORE OR LESS, PARCEL OF LAND LOCATED ALONG STATE HIGHWAY 288 AND FM 1462, IN BRAZORIA COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), is a home-rule municipality authorized by State law and Charter to annex territory lying adjacent and contiguous to the City;

WHEREAS, the City received a request and petition for annexation from Cardon Group, LLC, the Property Manager for the owners of certain property located within Brazoria County, Texas, in compliance with the Texas Local Government Code and Section 5 of Article I of the City Charter;

WHEREAS, the property, as hereinafter described, is adjacent to the present City limits;

WHEREAS, the City Council authorized the commencement of annexation proceedings with respect to the subject property described in Exhibit A on December 2, 2021, in Resolution 21-R-33;

WHEREAS, public hearings were held on January 6, 2022, and January 11, 2022, and publications and notices were provided prior to consideration of this Ordinance, in accordance with the Texas Local Government Code; and

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “B.”

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

Section 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2. That the following described property not previously annexed by the City, (hereinafter referred to as the “Annexed Property”), is hereby annexed into the corporate limits of the City of Alvin:

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.

Section 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit "B."

Section 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit "B," and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

Section 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Alvin.

Section 6. That the Annexed Property shall be assigned to Council District D.

Section 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

Section 9. That it is hereby officially found and determined that the meeting at which this Ordinance 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 on the 3rd day of February 2022.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
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.).

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

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.

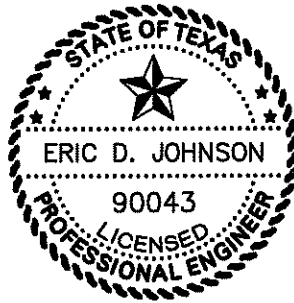
(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

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.

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:

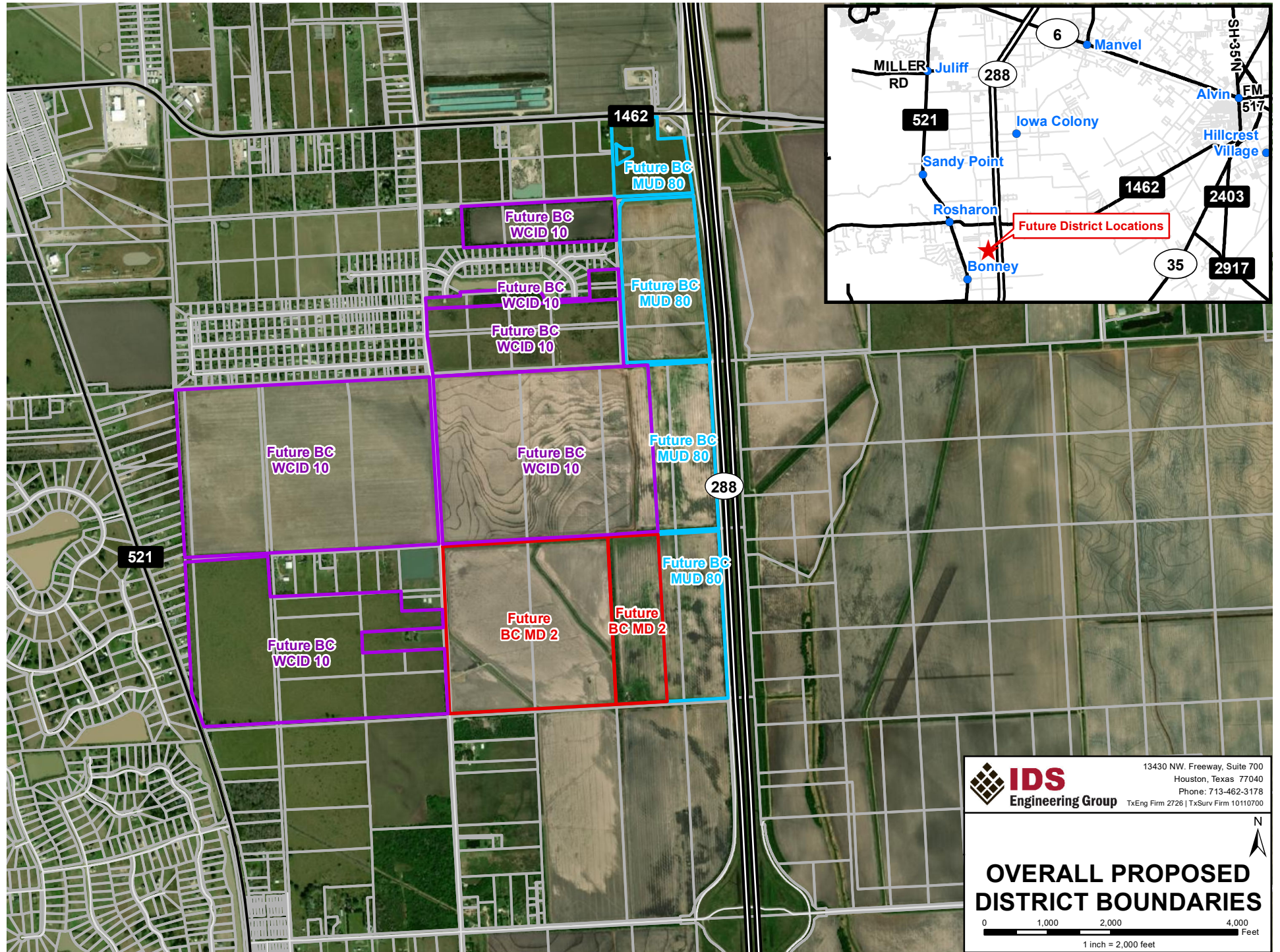
BEGINNING at a set ½" iron rod with a cap in the northeast corner of Lot 8, set on the south right-of way line of Adams Road / County Road 841, a public road, presently unopened, for the northeast corner of this tract on the west right-of-way line of State Highway 288 and the point of beginning;

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.



13430 NW. Freeway, Suite 700
Houston, Texas 77040
Phone: 713-462-3178
TxEng Firm 2726 | TxSurv Firm 10110700

OVERALL PROPOSED DISTRICT BOUNDARIES

0 1,000 2,000 4,000 Feet
1 inch = 2,000 feet



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: City Attorney

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Discuss and consider Ordinance 22-D, granting consent to the creation of Brazoria County Municipal District Number 80; and providing for other matters related thereto.

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

Summary: On or about October 28, 2021, the Cardon Group, LLC, the Property Manager for owners of real property located in Brazoria County petitioned the City for consent to the creation of Brazoria County Municipal Utility District (MUD) No. 80 to serve approximately 224.37 acres of land in Brazoria County, Texas, which is in the extraterritorial jurisdiction of the City of Alvin, and for which the Developer has petitioned the City for annexation. This property is located on State Highway and FM 1462. The District was created and organized by an Act of the 87th Texas Legislature on May 24, 2021, under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, Article III, Section 52 of the Constitution of Texas, and pursuant to Chapters 49 and 54 of the Texas Water Code.

This property is located within an area which will experience a substantial and sustained residential growth within the foreseeable future, is urban in nature, and is not supplied with adequate water, sanitary sewer, drainage facilities and services, and roads. The health and welfare of the future inhabitants of the proposed MUD require the provision of adequate water, storm and sanitary sewer facilities and services, and roads. The property cannot be developed without the creation of the District to finance the water, sanitary sewer, drainage facilities and services, and roads; therefore, a public necessity for the creation of a municipal utility exists. The proposed improvements are practicable and feasible, and the terrain of the territory to be included in the proposed District is of such a nature that water, storm and sanitary sewer facilities and services, and roads can be constructed or provided at a reasonable cost; and said District will be rapidly developed primarily for residential purposes.

Although legislatively created, the landowners must still obtain the City's consent.

Staff recommends approval of Ordinance 22-D.

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:** 1/11/2022 SLH

Supporting documents attached:

- Ord 22-D with Exhibits
- Petition for Creation of MUD 80 with Exhibits

Recommendation: Move to approve Ordinance 22-D, granting consent to the creation of Brazoria County Municipal District Number 80; and providing for other matters related thereto.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☐

ORDINANCE NO. 22-D

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO CREATION OF BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 80; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, the Cardon Group, LLC, the Property Manager for the Owners of real property in Brazoria County, Texas, has petitioned the City for consent to creation of Brazoria County Municipal Utility District No. 80 (the "District") to serve the approximately 224.37 acres of land in Brazoria County, Texas, described in the attached Exhibit "A;" and

WHEREAS, the general nature of the work to be done in the District is the (i) construction, maintenance and operation of a waterworks system for residential and commercial purposes; (ii) construction, maintenance and operation of a sanitary sewer collection system and sewage disposal plant; (iii) control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of overflow lands within the District; (iv) construction, maintenance and operation of macadamized, graveled or paved roads or turnpikes, inside or outside of the District; and (v) such other construction, installation, maintenance, purchase and operation of such additional facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District is organized; and

WHEREAS, the City Council of the City desires to adopt Ordinance 22-D as set forth herein for the purpose of consenting to the creation of the District.

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

Section 1. The findings contained in the preamble of this Ordinance are declared to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. The City Council of the City of Alvin, Texas, hereby specifically gives its written consent, as provided by Section 42.042 of the Texas Local Government Code, to the creation of the Brazoria County Municipal Utility District No. 80, the boundaries of such land being described by metes and bounds described in Exhibit "A," attached hereto and made a part of hereof for all purposes.

Section 3. That the City Council of Alvin, Texas, hereby specifically imposes the terms and conditions set forth in Exhibit "B," attached hereto and made a part hereof for all purposes.

Section 4. The City Council further hereby notifies the referenced District, its residents and property owners of the provisions of applicable law allowing the City to annex any portion of the District located within the City's extraterritorial jurisdiction, including without limitation, the land authorized to be included in the District hereby. The District shall include a statement in the form required under Texas Water Code, Section 49.455 reflecting the possibility of such

annexation by the City.

Section 5. Open Meetings Act. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 3rd day of February 2022.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit “A”

PROPERTY DESCRIPTION

**BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT
NO. 80**

224.37 ACRES

IN THE

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

TRACT 1	28.703 ACRES
TRACT 2	74.337 ACRES
TRACT 3	60.32 ACRES
TRACT 4	61.01 ACRES

TRACT 1

Being 28.703 acres of land out of the Charles Hays Survey, Section No. 8, Abstract No. 534, Brazoria County, Texas, being 29.749 acres, less, save, and except 1.046 acres, as described below:

Being 29.749 acres of land, BEGINNING at a $\frac{3}{4}$ inch diameter iron pipe found for the southeast corner of a called 2.7475 Acre tract (Brazoria County Clerk File No. 98-035620), with said corner being in the westerly right-of-way line of State Highway No. 288 (width varies);

THENCE South 9 degrees 41 minutes 26 seconds East, a distance of 884.06 feet to a point for corner;

THENCE South 86 degrees 6 minutes 0 seconds West, a distance of 1218.88 feet to a point for corner;

THENCE North 4 degrees 59 minutes 49 seconds West, a distance of 1241.56 feet to a point for corner;

THENCE North 86 degrees 25 minutes 46 seconds East, a distance of 714.33 feet to a point for corner;

THENCE South 3 degrees 42 minutes 42 seconds East, a distance of 357.17 feet to a point for corner;

THENCE North 86 degrees 10 minutes 0 seconds East, a distance of 440.31 feet to the POINT OF BEGINNING and containing 29.749 acres of land, more or less.

LESS, SAVE, AND EXCEPT 1.046 acres of land, as described below:

COMMENCING at the $\frac{3}{4}$ inch diameter iron rod found for the northwest corner of said 29.749 acre tract in the southerly right-of-way of State Farm to Market Highway No. 1462 (FM 1462); Thence South 4 Degrees 28 Minutes 30 Seconds East , a distance of 419.00 feet along the westerly line of said 29.749 acre tract to a one inch outside diameter iron pipe found for reference; Thence North 85 degrees 31 Minutes 30 Seconds East a distance of 40.29 feet to a $\frac{3}{8}$ inch iron rod found for the northwest corner and POINT OF BEGINNING for this 1.046 acre tract:

THENCE South 64 degrees 29 minutes 18 seconds East, a distance of 130.00, to a point for corner;

THENCE North 85 degrees 30 minutes 42 seconds East, a distance of 147.22, to a point for corner;

THENCE South 4 degrees 29 minutes 18 seconds East, a distance of 105.00, to a point for corner;

THENCE South 85 degrees 30 minutes 42 seconds West, a distance of 34.64, to a point for corner;

THENCE South 55 degrees 30 minutes 42 seconds West, a distance of 260.00 feet, to a point for corner;

THENCE North 4 degrees 29 minutes 18 seconds West, a distance of 300.00 feet to the POINT OF BEGINNING or herein described 1.046 acre tract, which is save and excepted from the overall description, leaving 28.703 net acres of land.

TRACT 2

Being 74.337 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 190.13 feet, to a point for the southeast corner of said 74.337 acre tract;

THENCE South 87 degrees 24 minutes 20 seconds West, a distance of 1318.57 feet, to a point for the southwest corner of said 74.337 acre tract;

THENCE North 2 degrees 28 minutes 16 seconds West, a distance of 1673.38 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 74.337 acres of land, more or less.

TRACT 3

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.

TRACT 4

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.

EXHIBIT "B"
Consent Conditions

(a) The District may issue notes, bonds, including refunding bonds, or other obligations (collectively, the "District Obligations") for any purposes authorized by law, including, but not limited to, purchasing, financing, refinancing, designing and constructing or otherwise acquiring roads, waterworks systems, sanitary sewer systems, storm sewer systems, and drainage facilities, park and recreational facilities or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, rights-of-way, easements, sites, equipment, buildings, plants, structures and facilities therefor (the "System").

(b) The following conditions shall apply to the sale of the District Obligations:

1. No District Obligations may be issued until all terms of the ordinance or resolution of the City granting consent to the creation of the District have been satisfied.
2. The District Obligations must provide that the District reserves the right to redeem said District Obligations on any date on or before the 15th anniversary of the date of issuance without premium.
3. No District Obligations, other than refunding bonds, will be sold for less than 95 percent (95%) of par.
4. The net effective interest rate on District Obligations so sold, taking into account any discount or premium as well as the interest rate borne by such District Obligations, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such District Obligations.
5. The District Obligations, except bond anticipation notes, which may be secured in any manner authorized by Section 49.154, Texas Water Code, shall be payable from and secured by an ad valorem tax levied, without limit as to rate or amount, by the District upon all taxable property located within the District, revenues of the District other than ad valorem taxes, contract payments described by Chapter 8152.0403, Texas Special District Local Laws Code, or such other sources as may be now or hereafter authorized by Chapter 8152, Texas Special District Local Laws Code.
6. The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof other than the District is pledged to the payment of the principal of or the interest on such District Obligations.

7. Subject to the City's subsequent adoption of any ordinance setting forth additional procedures and standards for the refunding of indebtedness by conservation and reclamation districts located in the municipal boundaries or extraterritorial jurisdiction of the City, the District may issue refunding bonds to refund any District Obligation if:

- i. The refunding transaction provides both gross debt service savings and net present value savings;
- ii. The net present value savings, as certified by the District's Financial Advisor, is three percent (3%) or more of the principal amount of the refunded bonds; and
- iii. The date of the latest scheduled maturity of the refunding bonds is not later than the date of the latest scheduled maturity of the bonds to be refunded.

(c) No land will be added or annexed to the District until the City has given its written consent by resolution of the City Council to such addition or annexation.

(d) Before the commencement of any construction within the District, the engineer or other representatives of the District or a developer of land within the District shall submit to the City or its designated representative all plans and specifications for the construction of water, sanitary sewer and drainage facilities, lift stations, park and recreational facilities, road facilities, and appurtenances thereto, to serve the District (the "District Facilities") and obtain the City's approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, water service lines, and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District Facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City. During the progress of construction of the District Facilities, the City may make periodic on-the-ground inspections.

(e) In the event that the District operates a sewage treatment facility, representatives of the City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(f) The District will not permit the construction of water and sewer facilities to serve any development within the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(g) Prior to the sale of any lot or parcel of land within the District, the owner or the developer of the land shall obtain the approval of the Planning Commission of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the applicable rules and regulations of the City.

(h) The District agrees to provide the City with two (2) copies of all applications, requests or reports it files with the TCEQ.

603109_1

PETITION FOR CONSENT TO CREATION
OF A MUNICIPAL UTILITY DISTRICT

TO THE HONORABLE MAYOR AND
CITY COUNCIL OF THE CITY OF ALVIN:

The undersigned, hereinafter called "Petitioner" (whether one or more), being the holder of title to all and, therefore, a majority in value of the lands hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazoria County, Texas, acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petitions for consent to the creation of a municipal utility district, hereinafter called "District". In support of this petition for consent to creation of the District, Petitioner shows as follows:

I.

The name of the District will be BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 80.

II.

The area of the land to be included in the District contains 224.37 acres, more or less, and lies wholly within Brazoria County, Texas. A portion of said area is within the extraterritorial jurisdiction of the City of Alvin and is in the process of being annexed into the corporate limits of the City of Alvin. The remainder of said area is within the corporate limits of the City of Alvin. None of said area is within the corporate limits or extraterritorial jurisdiction of any other city. Petitioner hereby certifies that the lienholder executing this petition below is the only holder of liens against the land to be included in the District.

III.

The land sought to be included within the area of the District is described by metes and bounds in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

IV.

The District has been created and organized by an Act of the 87th Texas Legislature (the "Act") on May 24, 2021, under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, Article III, Section 52 of the Constitution of Texas, and Chapter 49 and Chapter 54 of the Texas Water Code, as amended. The purposes of and the general nature of the work proposed to be done by the District shall be the purchase, construction, acquisition, ownership, operation, maintenance, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal uses, domestic uses and commercial purposes;

(2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;

(3) gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operational expenses during construction and interest during construction;

(4) establish, finance, provide, operate and maintain a fire department and/or fire-fighting services ("firefighting facilities") within the District subject to approval of the Texas Commission on Environmental Quality pursuant to its rules and Chapter 49 of the Texas Water Code, as amended, as and if required;

(5) exercise road powers and authority ("Road Powers") pursuant to applicable law;

(6) finance, develop and maintain recreational facilities for the people of the District pursuant to applicable law; and

(7) provide such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is created and permitted under state law.

V.

There is a necessity for the improvements described above for the following reasons:

(1) The area of the District is urban in nature, is within the growing environs of the City of Alvin, and is in close proximity to populous and developed sections of Brazoria County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth.

(2) The District's area is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities. The health and welfare of the future inhabitants of the area and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the area of the District.

(3) The future inhabitants of the area and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for the health and well-being of such inhabitants. The District's area does not currently include adequate recreational facilities within its boundaries.

(4) The future inhabitants of the area and of territories adjacent thereto require adequate road facilities, as same are necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the District and to the land within the District as such powers will allow the District to design, construct, acquire, improve, operate, maintain, and provide financing for road facilities that may not otherwise be constructed in a

manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

(5) The future inhabitants of the area and of territories adjacent thereto may require fire-fighting facilities in order to supplement or supplant fire-fighting services otherwise provided by governmental entities other than the District, as fire-fighting services are necessary and desirable for the health and welfare of such inhabitants.

A public necessity exists for the organization of such District to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, acquisition, ownership, operation, maintenance, repair, extension, and improvement of a water supply and sanitary sewer system, drainage facilities, recreational facilities, road facilities, and, subject to the laws of the State of Texas and the rules of the Texas Commission on Environmental Quality, fire-fighting facilities.

VI.

Petitioner agrees and hereby covenants that if the requested consent to the creation of the District is given, Petitioner will adopt and abide by, and will cause the District upon its final creation to adopt and abide by, the conditions set forth in Exhibit "B", attached hereto and incorporated herein for all purposes.

VII.

It is now estimated by Petitioner, from such information as is available at this time, that the ultimate cost of the development contemplated will be approximately \$30,000,000 for water, sewer and drainage facilities, and \$3,000,000 for recreational facilities, and \$25,000,000 for road facilities.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

WHEREFORE, Petitioner respectfully prays that this petition be granted in all respects and that the City of Alvin give its written consent to the creation of said District.

Dated this 14th day of October, 2021.

"PETITIONER"

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

The undersigned, being a lienholder on all or a portion of the property described in the foregoing Petition consents to the creation of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 80 over the 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

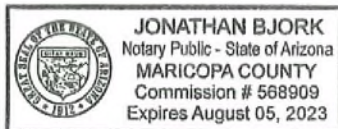
By: 
Patrick R. Cardon, Manager

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)



603048_1

**BRAZORIA COUNTY
MUNICIPAL UTILITY DISTRICT
NO. 80**

224.37 ACRES

IN THE

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

TRACT 1	28.703 ACRES
TRACT 2	74.337 ACRES
TRACT 3	60.32 ACRES
TRACT 4	61.01 ACRES

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THENCE South 85 degrees 30 minutes 42 seconds West, a distance of 34.64, to a point for corner;

THENCE South 55 degrees 30 minutes 42 seconds West, a distance of 260.00 feet, to a point for corner;

THENCE North 4 degrees 29 minutes 18 seconds West, a distance of 300.00 feet to the POINT OF BEGINNING or herein described 1.046 acre tract, which is save and excepted from the overall description, leaving 28.703 net acres of land.

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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.

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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;

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EXHIBIT "B"
Consent Conditions

(a) The District may issue notes, bonds, including refunding bonds, or other obligations (collectively, the "District Obligations") for any purposes authorized by law, including, but not limited to, purchasing, financing, refinancing, designing and constructing or otherwise acquiring roads, waterworks systems, sanitary sewer systems, storm sewer systems, and drainage facilities, park and recreational facilities or parts of such systems or facilities, and to make any and all necessary purchases, constructions, improvements, extensions, additions, and repairs thereto, and to purchase or acquire all necessary land, rights-of-way, easements, sites, equipment, buildings, plants, structures and facilities therefor (the "System").

(b) The following conditions shall apply to the sale of the District Obligations:

1. No District Obligations may be issued until all terms of the ordinance or resolution of the City granting consent to the creation of the District have been satisfied.
2. The District Obligations must provide that the District reserves the right to redeem said District Obligations on any date on or before the 15th anniversary of the date of issuance without premium.
3. No District Obligations, other than refunding bonds, will be sold for less than 95 percent (95%) of par.
4. The net effective interest rate on District Obligations so sold, taking into account any discount or premium as well as the interest rate borne by such District Obligations, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such District Obligations.
5. The District Obligations, except bond anticipation notes, which may be secured in any manner authorized by Section 49.154, Texas Water Code, shall be payable from and secured by an ad valorem tax levied, without limit as to rate or amount, by the District upon all taxable property located within the District, revenues of the District other than ad valorem taxes, contract payments described by Chapter 8152.0403, Texas Special District Local Laws Code, or such other sources as may be now or hereafter authorized by Chapter 8152, Texas Special District Local Laws Code.
6. The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof other than the District is pledged to the payment of the principal of or the interest on such District Obligations.

7. Subject to the City's subsequent adoption of any ordinance setting forth additional procedures and standards for the refunding of indebtedness by conservation and reclamation districts located in the municipal boundaries or extraterritorial jurisdiction of the City, the District may issue refunding bonds to refund any District Obligation if:

- i. The refunding transaction provides both gross debt service savings and net present value savings;
- ii. The net present value savings, as certified by the District's Financial Advisor, is three percent (3%) or more of the principal amount of the refunded bonds; and
- iii. The date of the latest scheduled maturity of the refunding bonds is not later than the date of the latest scheduled maturity of the bonds to be refunded.

(c) No land will be added or annexed to the District until the City has given its written consent by resolution of the City Council to such addition or annexation.

(d) Before the commencement of any construction within the District, the engineer or other representatives of the District or a developer of land within the District shall submit to the City or its designated representative all plans and specifications for the construction of water, sanitary sewer and drainage facilities, lift stations, park and recreational facilities, road facilities, and appurtenances thereto, to serve the District (the "District Facilities") and obtain the City's approval of such plans and specifications. All water wells, water meters, flushing valves, valves, pipes, water service lines, and sewer service lines, lift stations, and appurtenances thereto, installed or used within the District will comply with the City's standard plans and specifications as amended from time to time. The construction of the District Facilities shall be in accordance with the approved plans and specifications and with applicable standards and specifications of the City. During the progress of construction of the District Facilities, the City may make periodic on-the-ground inspections.

(e) In the event that the District operates a sewage treatment facility, representatives of the City may supervise the continued operations of the sewage treatment facility by making periodic inspections thereof.

(f) The District will not permit the construction of water and sewer facilities to serve any development within the District that will result in a wastewater flow to the serving treatment facility which exceeds that facility's legally permitted average daily flow limitations or the District's allocated capacity therein.

(g) Prior to the sale of any lot or parcel of land within the District, the owner or the developer of the land shall obtain the approval of the Planning Commission of the City of a plat which will be duly recorded in the Official Records of Brazoria County, Texas, and otherwise comply with the applicable rules and regulations of the City.

(h) The District agrees to provide the City with two (2) copies of all applications, requests or reports it files with the TCEQ.

603109_1



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: City Secretary

Contact: Dixie Roberts, ACM/City Secretary

Agenda Item: Discuss and consider authorizing Alvin Express Taxi, LLC to conduct business as a taxicab service in the City of Alvin.

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

Summary: The City's Code of Ordinance requires any new taxicab company wanting to operate their business within the City to submit a Taxi Service Application to the City Secretary's Office. This application is reviewed and then forwarded to the Chief of Police for vetting. A public hearing before City Council will be held at the February 3, 2022, as required by the current Alvin Code of Ordinances.

Alvin Taxi, LLC has submitted the required application for the operation of one (1) taxicab. All information has been vetted by the City. The Alvin Code of Ordinances states that the City Council must approve such application before the taxi service may begin operating within the City.

There are no other taxi services licensed to operate in the City. 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:** 1/25/2022 SLH

Supporting documents attached:

- Chapter 23 – Taxis
- Blank Taxi-cab Application

Recommendation: Move to authorize Alvin Express Taxi, LLC to conduct business as a taxicab service in the City of Alvin.

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

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

Chapter 23 TAXICABS¹

ARTICLE I. IN GENERAL

Sec. 23-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings set forth below:

Call box stand: A public place alongside a street or other location where the city council has authorized a licensee to install a telephone call box for the taking of calls and the dispatching of taxicabs.

Licensee: A person, as defined in this section, to whom a taxicab license has been issued by the city council.

Manifest: A daily record prepared by a taxicab company showing all trips made by each taxicab and the time and place of origin, destination and number of passengers.

Person: Includes an individual, corporation, partnership, association or any other legal entity howsoever designated.

Street: Any public street, road, boulevard, alley, lane, highway, sidewalk, park, roadway, railroad station or other place under the control of the city or other public authority.

Taxicab: With the exceptions listed herein, every automobile or motor-propelled vehicle used for the transportation of passengers for hire over the public streets of the city, whether such vehicle is identified or not as a taxicab as set forth herein and whether or not the operation extends beyond the city limits. The term "taxicab" shall not apply to limousines, school buses, emergency vehicles or sightseeing autos or buses that operate under a permit, franchise or license issued and regulated by the city, limousines which are chartered, hired or provided in connection with funeral services and automobiles or motor-propelled vehicles solely used to transport students for hire to and from school and school-related extracurricular activities.

Taxicab license: An authority duly granted by the city council and shall be based upon the findings of public convenience and necessity.

Taxicab permit: The taxicab driver's permit issued pursuant to the requirements of article III of this chapter.

Taxicab stand: A public place alongside the curb or curblane of a street or other location in the city which has been designated by the city council as reserved exclusively, by proper markings, for the use of taxicabs. This term shall also apply to taxicab stands located on private property.

(Ord. No. 92-C, § 2, 2-20-92; Ord. No. 92-F, § 1, 4-16-92)

¹Editor's note(s)—Ord. No. 92-C, adopted Feb. 20, 1992, amended the Code by rescinding and repealing provisions formerly codified as Ch. 23, Taxicabs, which derived from Ord. No. 65-M, §§ 1—30, adopted Nov. 10, 1965; Ord. No. 72-M, adopted Nov. 16, 1972; and Ord. No. 84-N, §§ 24, 25, adopted Sept. 20, 1984. In addition, Ord. No. 92-C also enacted new provisions which were incorporated herein as a new Ch. 23.

Charter reference(s)—Corporate powers of city, Art. I, § 3; authority as to streets and public properties, Art. I, § 4.

State law reference(s)—Taxicabs, V.T.C.A., Local Government Code § 215.004.

Sec. 23-2. Application of chapter.

It shall be unlawful for any person to drive, operate or cause to be operated over the streets of the city, irrespective of whether or not the operation may extend beyond the limits of the city, any taxicab except under the terms and conditions set out in this chapter.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-3. Taxicab license required.

It shall be unlawful for any person to conduct a taxicab business within the city or to operate or drive or permit the operation of any taxicab owned by him unless a license therefor shall first have been obtained from the city council for the current year in accordance with this chapter.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-4. To be operated by licensee or his employee.

No taxicab for which a license has been issued under this chapter shall be operated by anyone except the licensee thereof, an employee of the licensee or a taxicab driver who may be operating such vehicle under a written agreement with the licensee for use of a taxicab, which agreement specifically incorporates therein such rules, regulations and conditions as may be required by the city council. The operator of a taxicab licensed under this chapter shall be duly permitted pursuant to the terms of article III of this chapter. The licensee shall be responsible for anyone operating under his license whether that person be an employee or another person operating under such written agreement. Any person driving or operating a taxicab upon the streets or other public property of the city shall be presumed to be an employee of the licensee or to have entered into such written agreement with the licensee.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-5. Inspection.

Every taxicab for which a license has been issued under this chapter shall be inspected by the police chief of the city or his representative at least once a year or at any other time deemed advisable by city council. The licensee shall at all times be responsible for maintaining each taxicab in good mechanical condition and with full operational equipment.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-6. Identification of vehicles.

No licensee shall drive or cause to be driven or operate or cause to be operated a taxicab in the city unless such taxicab shall have painted on at least one door on each side thereof the telephone number and the name of the owner and/or operator of the taxicab, or the fictitious name under which the owner and/or operator operates, or the name of the corporation owning the taxicab, together with the taxicab number. The number of the taxicab and the telephone number shall also be painted upon the rear of each taxicab. At the option of city council, numbers assigned to taxicabs by other cities may be accepted in lieu of numbers assigned by the city. All the lettering required by the terms of this section shall be not less than two and one-half (2½) inches in height and not less than five-sixteenths (5/16) inches stroke.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-7. Maximum working hours for drivers.

No person shall operate or drive any taxicab for more than twelve (12) hours in any 24-hour period.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-8. Drivers to use direct route.

Any taxicab driver employed to carry passengers to a definite point shall take the most direct route possible that will carry the passengers safely and expeditiously to their destination.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-9. Passenger's right of exclusive occupancy.

When a taxicab is engaged, the passenger shall have the exclusive right to the full and free use of the passenger compartment and it shall be unlawful for the taxicab driver or licensee to solicit or carry additional passengers therein, except with the consent of the passenger who engaged the taxicab originally. No charge shall be made for an additional passenger except when the additional passenger rides beyond the previous passenger's destination and then only for the additional distance so traveled.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-10. Meter required.

No taxicab shall be operated in the city unless it is equipped with a meter in good condition to record the amount to be charged on each trip, which amount shall be shown by figures visible to the passenger. No taxicab driver shall carry a passenger unless the meter is in the recording position. All charges and collections for hire shall be based upon the meter reading.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-11. Posting of taxicab rates.

There shall be posted in a conspicuous place on the inside of each taxicab a card showing the rates charged for use of the taxicab. It shall be the duty of the driver of the taxicab to so post such card. If any owner, licensee or driver of any taxicab shall refuse to convey a passenger at the rate specified on the rate card so displayed, he shall be deemed guilty of a misdemeanor.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-12. Receipt for payment.

Every taxicab driver, upon receiving payment for a fare and upon request of the passenger, shall give a receipt to the passenger showing the amount so paid, the name of the company or person operating the taxicab and the vehicle number of the taxicab.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-13. Failure to pay.

It shall be unlawful for any person to refuse to pay the full fare of any taxicab after having hired the same, and any person who shall hire any taxicab with the intent to defraud the person from which it is hired shall be guilty of a misdemeanor.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-14. Records to be kept by licensee.

- (a) Each licensee shall maintain its record including the manifests specified below, in accordance with the guidelines designated by city council or its designated representative. All such records shall be kept current, shall be retained for a period of two (2) years and must be made available for inspection by designated city personnel during business hours.
- (b) Each licensee shall keep complete records of all physical properties used and useful in recording taxicab service in the city, showing date of purchase, purchase price, terms of payments, and to the extent to which such property has been depreciated, by principal items of property. Such property records shall be kept in accordance with sound accounting principals and shall be kept up-to-date at all times and available for inspection during business hours by designated city personnel.
- (c) Each licensee shall maintain a daily manifest in accordance with the provisions of this chapter.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-15. Solicitation, acceptance and discharge of passengers.

- (a) *Solicitation of passengers by driver.* No driver shall solicit passengers for a taxicab except when sitting in the driver's compartment of such taxicab or while standing immediately adjacent to the curb side thereof. The driver of any taxicab shall remain in the driver's compartment or immediately adjacent to his vehicle at all times when such vehicle is upon the public street, except that when necessary, a driver may be absent from his taxicab for not more than fifteen (15) consecutive minutes; and provided further, that nothing herein contained shall be held to prohibit any driver from alighting to the street or sidewalk for the purpose of assisting passengers into or out of such vehicle.
- (b) *Receipt and discharge of passengers on sidewalk only.* Drivers of taxicabs shall not receive or discharge passengers in the roadway but shall pull up as nearly as possible to the right-hand sidewalk or, in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers. Upon one-way streets passengers may be discharged at either the right- or left-hand sidewalk or side of the roadway in the absence of a sidewalk.
- (c) *Restriction on number of passengers.* The number of passengers in a taxicab shall be limited to the number of safety belts originally installed in the vehicle by the manufacturer of the vehicle and available for use according to the manufacturer's instructions.
- (d) *Refusal to carry orderly passengers prohibited.* No driver shall refuse or neglect to convey any orderly person or persons, upon request, unless previously engaged or unable or forbidden by the provisions of this chapter to do so.
- (e) *Prohibition of drivers.* It shall be a violation of this chapter for any driver of a taxicab to solicit business for any hotel, or to attempt to divert patronage from one hotel to another.

(Ord. No. 92-C, § 2, 2-20-92; Ord. No. 03-RR, § 1, 8-11-03)

Sec. 23-16. Taxicab stands; establishment, use.

- (a) *Establishment.* The city council of the city is hereby authorized and empowered to establish taxicab stands in such place or places upon the streets of the city as it deems necessary for the use of taxicabs operated in the city. In establishing a taxicab stand, the council shall consider the need for such stands by the companies and the convenience to the general public. The council shall prescribe the number of cabs that shall occupy such taxicab stands. The council shall not create a taxicab stand in front of any place of business where the abutting property owners object to the same or where such stand would tend to create a traffic hazard.
- (b) *Use.* Taxicab stands shall be used by the different drivers on a first-come, first-served basis. The driver shall pull onto the open stand from the rear and shall advance forward as the cabs ahead pull off. Drivers shall stay within five (5) feet of their cabs; they shall not solicit passengers or engage in loud or boisterous talk while at an open stand. Nothing in this chapter shall be construed as preventing a passenger from boarding the cab of his choice that is parked at taxicab stands.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-17. Call box stands; establishment, use.

- (a) *Generally.* The city council is hereby authorized and empowered to establish call box stands upon the streets of Alvin, in such places as in its discretion it deems proper. A licensee desiring to establish a call box stand shall make written application to the city secretary accompanied by a fee as set forth in chapter 28 of this Code. The applicant must attach to the application the written approval of the abutting property owners of such space, consenting to the creation of such stand. Upon filing of the application the police department shall make an investigation of the traffic conditions at such place and shall thereafter file its written recommendation with the city manager. The city council shall then either grant or refuse the application. When a call box stand has been established as herein provided, it shall be used solely by the licensee to whom the same was granted and his agents and servants and no other licensee shall be permitted to use the same. The call box stand fee for each calendar year thereafter shall be as set forth in chapter 28 of this Code.
- (b) *Use of starter.* A licensee operating a call box stand as provided for in this chapter shall be allowed to have a starter or other employee on duty at such stand for the purpose of assisting in the loading or unloading of passengers from cabs, for receiving calls and dispatching cabs and for soliciting passengers at such stand. The words "at such stand" shall mean that part of the sidewalk immediately adjacent to and of equal length with such call box stand. It shall be unlawful for any such starter or other employee to go beyond the area herein designated for the purpose of soliciting passengers or assisting them in boarding such cabs.

(Ord. No. 92-C, § 2, 2-20-92; Ord. No. 00-PP, § 57, 10-19-00)

Sec. 23-18. Use of stands by other vehicles.

Private or other vehicles for hire shall not at any time occupy the spaces upon the streets that have been established as either taxicab stands or call box stands.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-19. Child passenger safety seat systems.

Each taxicab shall be equipped with a child passenger safety seat system as defined in V.T.C.A., Health and Safety Code ch. 45, as the same may be hereafter amended. When not in use, however, the child passenger safety seat system may be stored in the trunk of the taxicab.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-20. Penalty.

Any violation of the terms of this chapter, whether herein denominated as unlawful or not, shall be deemed a misdemeanor and any person convicted of any such violation shall be punished by a fine prescribed by section 1-5.

(Ord. No. 92-C, § 2, 2-20-92; Ord. No. 07-E, § 19, 8-2-07)

Secs. 23-21—23-26. Reserved.

ARTICLE II. LICENSE TO OPERATE

Sec. 23-27. Application.

Every person desiring a license, or a renewal of the license, required by this chapter shall file with the city secretary a written application on forms to be furnished by the city, signed and sworn to by such applicant or a duly authorized officer or agent of the applicant, stating:

- (1) The name and address of the applicant, and if an individual or partnership, the age and occupation of the applicant or applicants, and if a corporation, the name and addresses of the president and secretary thereof.
- (2) A description of the equipment and the number of taxicabs to be used under the license, including the color scheme or insignia to be used to designate the vehicle or vehicles of the applicant.
- (3) The location from which each such taxicab is to be dispatched or remain while not in active service.
- (4) The experience of the applicant in the transportation of passengers for hire.
- (5) A schedule showing the make, model, type, license plate number and ownership of the vehicles that will be put into operation.

Each such application shall have attached thereto financial information showing the assets and liabilities of the applicant (including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to the judgments), a certificate of inspection covering the taxicab(s) to be operated under the license duly issued by the chief of police of the city and copies of all contracts between the licensee and any person or entity intending to operate a taxicab within the city. At the option of the applicant, separate documents may be attached to the application which set forth facts the applicant believes tend to prove that public convenience and necessity require the granting of the license.

(Ord. No. 92-C, § 2, 2-20-92; Ord. No. 03-RR, § 2, 8-11-03)

Sec. 23-28. Insurance required of applicant.

- (a) Before any license shall be issued under this chapter or renewal of such license shall be granted, the applicant shall file with the city secretary and thereafter keep in full force and effect a policy of public liability and property damage insurance covering all licensed taxicabs of the insured issued by a stock insurance company duly authorized to do business in the State of Texas and performable in Brazoria County, Texas, insuring the public against any loss or damage that may result to any person or property from the operation

of such vehicle. The policy of insurance shall provide no less than the minimum coverage required by the state, including the minimum coverage required to "show proof of financial responsibility," as that term is defined in the Texas Motor Vehicle Safety Responsibility Act (V.T.C.A., Transportation Code ch. 601) as now in force or hereafter amended. The policy must contain a provision or endorsement requiring that the city be given thirty (30) days' notice before the policy can be cancelled for any cause.

- (b) In lieu of the policy of liability insurance prescribed by subsection (a), the applicant may file with the city secretary a certificate showing the applicant has qualified as a self-insurer, as that term is defined in the Texas Motor Vehicle Safety Responsibility Act (V.T.C.A., Transportation Code ch. 601) as now in force or hereafter amended.
- (c) The city council shall be the sole judge of the sufficiency of any policy or certificate tendered under this section.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-29. Public hearing required for initial application.

Upon the filing of the initial application for a license, the city manager shall fix a time and place for a public hearing before the city council. Written notice of such hearing shall be given to the applicant and to all persons who hold taxicab licenses. Due notice shall also be given to the general public by publishing notice of such hearing in the official newspaper of the city at least seven (7) days prior to the hearing. Any interested person may file with the city secretary a memorandum in support of or opposition to the issuance of a taxicab license.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-30. Issuance of taxicab license.

- (a) *Initial application for license to conduct business.* If the city council finds that further taxicab service in the city is required by the public convenience and necessity, that the application complies with the requirements of this chapter, and that the applicant is fit, willing and able to furnish public transportation and to conform to the provisions of this chapter and applicable federal and state laws, then a certificate shall be issued stating the name and address of the applicant, the number of vehicles authorized under the certificate and the date of issuance; otherwise, the application shall be denied.

In making the above findings, the city council shall take into consideration the number of taxicabs already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, and the character, experience and responsibility of the applicant.

- (b) *Application for renewal of license.* A renewal of an existing license may be granted by the city council without need for a public hearing or the findings specified in subsection (a). However, an updated application for license shall be required in addition to compliance with the provisions of this chapter.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-31. License fee.

- (a) The annual fee for each license issued pursuant to this chapter shall be as set forth in chapter 28 of this Code.
- (b) The license shall be valid for the year issued and shall terminate December 31 of each year. The fees set forth in chapter 28 of this Code shall be paid upon the issuance of the initial license and annually thereafter in

advance on or before the fifteenth day of December of the year preceding the year for which the renewal is sought. The license fee shall be pro-rated for the remaining portion of the year of first issuance.

(Ord. No. 92-C, § 2, 2-20-92; Ord. No. 00-PP, §§ 58, 59, 10-19-00)

Sec. 23-32. Denial of license.

An application for a license may be denied if the licensee makes a false or fraudulent representation in the application or the licensee or any one of the officers of the licensee (if a corporation or association) or any one of the partners (if a partnership) has been convicted of any of the designated offenses set forth in section 23-50 within the seven-year period immediately preceding the date of the filing of the application. Additionally, a license may be revoked or refused for renewal, as applicable, if the licensee is convicted of any offense involving fraud, theft or forgery subsequent to the city's approval of the license. A denial, revocation or refusal to renew a license shall be subject to the hearing provisions set forth in section 23-35 hereof.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-33. Expiration.

All licenses issued under this article shall expire at 12:00 midnight on December thirty-first next following the issuance thereof.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-34. Transfer.

No licensee shall transfer, rent, lease, loan or assign a license issued pursuant to the terms of this article to any other person or allow its use by any other person or entity.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-35. Cancellation.

Any license granted under this article shall be subject to cancellation or revocation and all rights of the licensee may be forfeited at the will of the city council for failure of the licensee or its employees or drivers to observe any ordinance of the city, for the violation of any law of the State of Texas reasonably related to the safe operation of taxicabs in the city, or for the failure of the licensee to secure and file the certificate required by section 23-28. Additionally, any license may be cancelled or revoked by the city council if the licensee or any one of its officers (if a corporation or association) or any partner (if a partnership) has been convicted of any one of the designated offenses set forth in section 23-50 since the filing of the application. Before cancelling any such license, the council shall hold a public hearing, written notice of which shall be given to the licensee at least seven (7) days in advance of such hearing. If the cancellation is based on a criminal conviction, the notice shall inform the licensee of the following matters:

- (1) That the city has information that the licensee or any one of its officers or partners, whichever is applicable, has been convicted of certain offenses, and a list of the specific offenses for which the city has such information.
- (2) That the city is seeking to revoke or suspend the license on the grounds of a criminal conviction or convictions.

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- (3) The specific conviction or convictions upon which the city intends to rely in seeking revocation or suspension of the license.
 - (4) That a hearing will be held on the city's request for revocation or suspension of the license and the date, time and place of the hearing.
 - (5) That the licensee, officer(s) or partner(s) may appear at the hearing, give testimony and examine witnesses.
 - (6) That the licensee shall have the burden to present evidence concerning each of the matters set out in Vernon's Ann. Civ. St. art. 6252-13c, § 4(c).

(Ord. No. 92-C, § 2, 2-20-92)

Secs. 23-36—23-40. Reserved.

ARTICLE III. DRIVER'S PERMIT

Sec. 23-41. Required.

It shall be unlawful for any person to drive a taxicab unless he has a taxicab driver's permit issued by the city. It shall likewise be unlawful for any person to permit any taxicab owned by him to be driven by any person who does not have such a permit.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-42. Application generally.

Every person who desires a permit to drive a taxicab shall file with the chief of police of the city a written application, signed and sworn to by the applicant, giving the following information:

- (1) The applicant's full name, residence, place of residence for five (5) years previous to moving to his/her present address, age, race, height, weight, color of eyes and hair, place of birth and length of time he/she has resided in the city;
- (2) Whether the applicant is a citizen of the United States, and his record of employment for the past five (5) years, social security number and marital status;
- (3) Whether the applicant has ever been convicted of a felony or misdemeanor, and if so, the nature of the offense and the date and place of such conviction;
- (4) Whether the applicant now stands charged with the commission of a felony or misdemeanor;
- (5) Whether the applicant has previously been licensed as a taxicab driver;
- (6) The amount of experience the applicant has had in the operation of public automobiles;
- (7) Whether the applicant has ever been denied a taxicab permit or had one revoked or suspended;
- (8) Whether the applicant has ever had a private passenger vehicle operator's license or a commercial vehicle driver's license or a Class "C" driver's license revoked;
- (9) The taxicab firm for which the applicant intends to work;

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- (10) Whether the applicant is addicted to the use of intoxicating liquors, morphine, cocaine or any other kind of drugs calculated to affect the mental or physical condition of the applicant; and
 - (11) Any other relevant information that may be requested by the city council, the chief of police or other designated representative of the city.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-43. Applicant to furnish character references and photographs and to be fingerprinted.

Each applicant for a permit under this article must list on his/her application, as character references, at least two (2) reputable citizens residing in Brazoria County and attach to the application two (2) recent true photographs of himself not less than three (3) inches by five (5) inches in size. Each applicant shall submit himself/herself to be fingerprinted at the police department of the city.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-44. Qualifications of applicant.

Each applicant for a permit must:

- (1) Have a valid driver's license for the class of vehicle to be permitted.
- (2) Be eighteen (18) years of age or older.
- (3) Be a person of good moral character.
- (4) Be able to read and write the English language.
- (5) Submit to medical examination by a licensed physician and submit the report of the physician, which must be signed by the physician.
- (6) Complete a form entitled "Request for Information from Texas Driver Licensing Records" as part of his application and shall pay the required fee therefor and submit such application to the Texas Department of Public Safety with a notation that the information is to be mailed to the police chief of the city. A taxicab driver's permit issued in advance of such request shall be subject to revocation in the event of the failure of the applicant to make such request and shall similarly be subject to revocation if the information received from the Texas Department of Public Safety discloses that the applicant's record disqualifies him/her from receiving a taxicab driver's permit.
- (7) Submit an affidavit stating that he/she is a citizen of the United States of America by birth or naturalization, or if an alien, that the applicant is legally residing in the United States of America and that he/she has a legal right to engage in such employment.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-45. State license required.

It shall be unlawful for any person to drive a taxicab within the city unless he/she is duly licensed by the state to drive a taxicab, having this license on his/her person at all times while operating a taxicab. No permit to drive a taxicab shall be issued in the absence of such a driver's license.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-46. Fee.

The annual fee for a permit required by this article shall be as set forth in chapter 28 of this Code.

(Ord. No. 92-C, § 2, 2-20-92; Ord. No. 00-PP, § 60, 10-19-00)

Sec. 23-47. Denial of a permit application.

An application for a permit under this article may be denied if the applicant fails to comply with any requirement of this article. In addition, such application may be denied if the applicant has been convicted of any of the designated offenses set forth in section 23-50(a)(1) through (8) hereof within the seven-year period immediately preceding the date of the filing of the application or convicted of three (3) or more moving violations of the laws of this state within the year immediately preceding the date of filing the application for the permit. A denial of a permit shall be subject to the hearing provisions set forth in section 23-35 of this chapter.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-48. Issuance.

If the application of any person for a taxicab driver's permit shall be granted, the police department shall issue such permit to the applicant upon the payment of the prescribed fee to the city secretary.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-49. Expiration and renewal.

Each permit issued under this article shall expire on the thirty-first day of December following its issuance and shall be renewed annually by making application to the city upon forms provided by the city for that purpose thirty (30) days prior to the date of expiration of the permit and by paying the fee prescribed in section 23-44.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-50. Cancellation.

- (a) Any permit granted under this article shall be subject to cancellation by the city council upon a finding that the permittee has been convicted of any one of the following offenses since the issuance of the permit:
- (1) Any offense involving fraud or theft;
 - (2) Any offense involving forgery;
 - (3) Any offense involving unauthorized use of a motor vehicle;
 - (4) Any violation of state or federal laws regulating firearms;
 - (5) Any offense involving violence to any person except for conduct which is classified as no greater than a Class C misdemeanor under the laws of Texas;
 - (6) Any offense involving prostitution or the promotion of prostitution;
 - (7) Any offense involving rape, sexual abuse, sexual assault, rape of a child, sexual abuse of a child or indecency with a child;

-
- (8) Any offense involving the use of or sale of drugs, including the offense of driving while intoxicated or driving under the influence of drugs.
 - (9) Any offense involving the possession or use of narcotic paraphernalia.
 - (b) In addition, a permit shall be subject to cancellation by city council upon a finding that the permittee has been convicted of three (3) or more moving violations of the traffic laws of this state or any other state if such violation occurred within the year immediately preceding the notice of city council's intent to revoke or cancel the permit.
 - (c) Prior to revoking or cancelling a permit the city shall comply with the notice and hearing provisions set forth in section 23-35.
- (Ord. No. 92-C, § 2, 2-20-92; Ord. No. 05-III, § 1, 12-15-05)

Sec. 23-51. Appearance.

- (a) *Generally.* It shall be the duty of every taxicab driver to be hygienically clean, well-groomed, neat and suitably dressed in compliance with all applicable requirements of this section at all times while a taxicab is in his or her custody.
- (b) *Hair.* Male drivers shall be clean shaven and hair shall be neatly trimmed. If a beard or moustache is worn, it shall be well groomed and neatly trimmed at all times in order not to present a ragged appearance.
- (c) *Suitable dress for males.* The term "suitably dressed" shall be interpreted to mean the driver, if male, shall wear trousers, a shirt with collar, with or without a tie, shoes and, if desired, appropriate outer garments.
- (d) *Suitable dress for females.* The term "suitably dressed" shall be interpreted to mean the driver, if female, shall wear skirts, trousers, slacks, a shirt with collars or a blouse, shoes and, if desired, appropriate outer garments.
- (e) *Unappropriate clothing.* Clothing that is not considered appropriate and is not permitted when the driver, male or female, is in charge of a licensed taxicab includes T-shirts, underwear, tank tops, body shirts, swim wear, jogging suits or similar types of attire when worn as an outer garment, shorts or trunks (jogging or bathing) or sandals.

(Ord. No. 92-C, § 2, 2-20-92)

Sec. 23-52. Display of permit.

Every driver shall post his/her city taxicab permit above the state motor vehicle inspection sticker in the lower left hand (driver's side) portion of the windshield of the taxicab.

(Ord. No. 92-C, § 2, 2-20-92)

Please review the information below for additional requirements.

Each applicant must provide the following documentation with the completed application packet:

1. Two recent true photographs and one completed fingerprint card. Please call 281-585-7119 to set up an appointment to be photographed and fingerprinted at the Police Department
2. A letter from a licensed physician stating that the driver has had a physical examination and is capable of performing in the capacity of a public transportation driver.
3. Certified copy of driver's records see Further Requirements for instructions.

Each applicant must show proof of the following:

1. Valid class C License to operate a motor vehicle
2. Proof that the applicant is over 18 years of age
3. Proof of Insurance

Further requirements:

1. Each applicant must complete a form entitled **"Texas DPS Application for Copy of Driver Record"** as a part of his application and shall submit the form, along with the required fees, to the Texas Department of Public Safety. Once applicant is in receipt of requested information, it shall be forwarded to the City Secretary. Any permits issued in advance of receipt of this information will be subject to revocation If the information received from the Texas Department of Public Safety discloses that the applicants record contains any information disqualifying the *applicant from being eligible to hold a Taxi-cab permit issued by the City of Alvin.*
2. Submit an affidavit declaring current citizenship status and that the applicant is legally residing in the United States of American and that he or she has a legal right to engage in such employment.
3. Submit an annual fee of \$15.00 payable to the City of Alvin. This payment must be made in the office of the permit clerk, located at 1100 West Highway 6, Alvin, Texas 77511. Phone number: 281-388-4353.

No application will be considered valid or complete before payment has been received by the City of Alvin permit clerk.



City of Alvin

Taxicab License Application



OWNER'S BACKGROUND INFORMATION

Applicant/Owner's Name (Last, First, Middle)				☐ Date	
E-mail Address (Required)		Cell Phone Number			
Five (5) Years of Residential History					
Current Home Street Address	City	State	Zip Code	How Long? Years	Months
Home Street Address	City	State	Zip Code	How Long? Years	Months
Home Street Address	City	State	Zip Code	How Long? Years	Months
Home Street Address	City	State	Zip Code	How Long? Years	Months
Home Street Address	City	State	Zip Code	How Long? Years	Months

Will you be operating the taxi service as an "individual" or a "partnership" ? (Circle one)

OWNER'S BUSINESS INFORMATION

Legal/Corporate Name of Company	Trade Name/DBA
---------------------------------	----------------

Business Address

If you will be operating as a Partnership please provide the following information for each partner
(Attach additional sheets if necessary.)

1. Full Name: Last, First, Middle	Telephone	Date of Birth	Title/% of Ownership
Home Address	City	State	Zip Code
2. Full Name: Last, First, Middle	Telephone	Date of Birth	Title/% of Ownership
Home Address	City	State	Zip Code
3. Full Name: Last, First, Middle	Telephone	Date of Birth	Title/% of Ownership
Home Address	City	State	Zip Code

**For each Partnership: list residence, employer and businesses owned within the past 5 years.
(Forms attached)**

If you will be operating as a corporation please state:

Name of Corporation: _____ Phone # _____

Address: _____ City _____ State _____ Zip _____

List the name and addresses of principle officers:

**For each Principle Officer: list residence, employer, and business owned within the past 5 years.
(Forms attached)**

1. Last Name:

First Name:

MI

Home Address:

Phone #:

City

State

Zip

DOB:

Place of Birth

Driver's License No:

Official Title:

2. Last Name:

First Name:

MI

Home Address:

Phone #:

City

State

Zip

DOB:

Place of Birth

Driver's License No:

Official Title:

3. Last Name

First Name

MI

Home Address:

Phone #:

City:

State:

Zip:

DOB:

Place of Birth:

Driver's License No:

Official Title:

How many taxicabs will be operated by applicant? _____

Insurance policy of public liability and property damage covering all vehicles under this permit: YES NO
(Circle One)

VEHICLES				
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	
Year	Make	Model	Cab Number	Seating Capacity
VIN Number		License Plate Number		State
Dispatch Location	Non-Active Service Location	Color Scheme	Owner	

HAVE YOU PAID ALL TAXES ARISING FROM THE OPERATION OF TAXICABS? _____

ATTACH COPY(IES) OF CONTRACT(S) IF TAXICAB IS OPERATED UNER TERMS OF CONTRACT WITH COMPANY OTHER THAN THE OWNER.

ATTACH INSURANCE CERTIFICATES FOR EACH VEHICLE LISTED IN THIS APPLICATION.

ATTACHED AUDITED FINANCIAL STATEMENT SHOWING THE ASSETS AND LIABILITIES OF THE APPLICANT (including the amounts of all unpaid judgements against the applicant and the nature of the transaction or acts giving rise to the judgements.

ATTACH CITY OF ALVIN CERTIFICATE OF TAXICAB INSPECTION ISSUED BY THE CITY OF ALVIN.

Signature of Applicant: _____ Date: _____

(To be completed by the City of Alvin)

_____ Taxi Inspections

_____ Number of Taxicabs Inspected

PARTNERSHIP ATTACHMENT

Applicant Name: _____

1.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

PARTNERSHIP ATTACHMENT

Applicant Name: _____

2.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

PARTNERSHIP ATTACHMENT

Applicant Name _____

3.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

PRINCIPLE OFFICER

Applicant Name: _____

1.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

PRINCIPLE OFFICER

Applicant Name: _____

2.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____

Address: _____ City: _____ State: _____ Zip: _____

Address: _____ City: _____ State: _____ Zip: _____

Address: _____ City: _____ State: _____ Zip: _____

Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____

Address: _____ City: _____ State: _____ Zip: _____

PRINCIPLE OFFICER

Applicant Name: _____

3.

Residence past 5 years:

Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____
Address: _____ City: _____ State: _____ Zip: _____

Employer past 5 years:

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of employer: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Business owned past 5 years:

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____

Name of Business: _____ Phone #: _____
Address: _____ City: _____ State: _____ Zip: _____



City of Alvin Taxicab Inspection

Permit Number: _____ Date: _____

Expires December 31, _____

Name of Company: _____

Taxicab Description:

Year: _____ Make: _____ Model: _____ Color: _____

License Number: _____ VIN: _____

Insurance Company: _____

Policy Number: _____

Attach copy of insurance policy.

Equipment

*** THIS SECTION TO BE COMPLETED BY OFFICER***

Child passenger safety seat system: _____

Meter properly displayed? _____ Rates posted in sight: _____

Driver Permit properly displayed? _____

Proper markings:

On 1 door, each side, phone number and name: _____

Rear, Number of taxi and phone number: _____ Taxi Number: _____

All lettering at least 2 ½ inches in height and not less than 5/16 inches stroke _____

Cleanliness: _____



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Discuss and consider awarding a bid for RFP 21-01 Debris Monitoring, Recovery, and Other Related Services to Disaster Program and Operation, Inc. (DP&O) as the secondary contractor in response to 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.

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

Summary: On December 16, 2021, City Council awarded bids to Tetra Tech, Inc. as the primary contractor and Debris Tech, LLC as the secondary contractor for debris monitoring services. Following the award of bid, the contractors were sent award letters. Tetra Tech, Inc. is pleased to serve the City as the primary contractor for debris monitoring, but Debris Tech, LLC. declined the offer to be the secondary contractor.

As a result, the review committee consisting of Brandon Moody, Director of Public Services, Dan Kelinske, Parks & Recreation Director, Ron Schmitz, EMS Director/EMC, and Todd Arendell, Police Captain recommends awarding Disaster Program and Operation, Inc., who initially ranked third on the review committee's list, as the new secondary contractor for debris monitoring, recovery, and other related services. DP&O meets all of the required criteria requested in the Request for Proposal (RFP).

Staff recommends award of RFP 21-01 as presented.

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:** 1/25/2022 SLH

Supporting documents attached:

- Request for Proposal RFP 21-01 – Debris Monitoring
- 2021 Debris Monitoring Scoresheet
- Pre-Bid meeting attendance 11-30-21
- Email from Debris Tech, LLC

Recommendation: Move to approve awarding a bid (RFP 21-01 Debris Monitoring, Recovery, and Other Related Services) to Disaster Program and Operation, Inc. (DP&O) as the secondary contractor in response to 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.

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

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

ADDENDUM NO. 1

ALVIN DEBRIS MONITORING, RECOVERY, AND OTHER RELATED SERVICES

RFP 21-01

CITY OF ALVIN

BRAZORIA COUNTY, TEXAS

December 1, 2021

The following changes will be considered part of the Request for Proposal.

Addenda – RFP Documents

1. Reference: **Incorrect bid numbering used B-21-01**
Proposal Page 1 of 27 B-21-01 amended to read RFP-21-01
2. Reference: **Exhibit “B” – Fee Schedule**

Removed: Proposal Page 12 of 27 has been removed ADDENDUM NO. 1 (attached).
3. Reference: **Proposal Requirements and Response Format**

Replace: Proposal Page 13 of 27 item #4 has been changed from Completed Exhibit “B” – “Fee Schedule” to Completed Proposal Statements ADDENDUM NO. 1 (attached).

END OF ADDENDUM NO. 1

REQUEST FOR PROPOSALS

The enclosed REQUEST FOR PROPOSALS (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products and/or services for:

RFP-21-01 Debris Monitoring, Recovery, and Other Related Services

(Professional services for the monitoring and managing removal of disaster generated debris from public lands, easements, and rights-of-way - private property may be included)

DEADLINE: Sealed proposals must be received no later than 2:00 p.m. on Tuesday, December 7, 2021, at the City of Alvin, City Secretary's Office, 216 W. Sealy, Alvin, Texas 77511.

NO LATE PROPOSALS WILL BE CONSIDERED

OPENING: Proposals will be opened and names publicly read in the Council Chambers at City Hall located at 216 W. Sealy, Alvin, Texas 77511, on December 7, 2021, at 2:15 p.m.

FORMS: The Proposal can be found on the City of Alvin's website www.alvin-tx.gov / Departments & Utilities / Bidding Information; or by contacting Brandon Moody, Director of Public Services (281)388-4325; bmoody@psf.cityofalvin.com.

PRE-PROPOSAL MEETING: A **non-mandatory** meeting will be held at the Public Services Department on November 30, 2021, at 2:00 p.m.

SEALED PROPOSALS: Shall be submitted including one (1) marked original along with one (1) electronic copy in PDF format (CD or flash drive), properly labeled and clearly marked in a sealed envelope with the RFP number and description.

MARK ENVELOPE: "RFP 21-01 Debris Monitoring, Recovery, and Other Related Services"

Proposals will be opened so as to avoid disclosure of contents to competing offerors and kept secret during the process of negotiation. All proposals shall be open for public inspection after contract award. Trade secrets and confidential or proprietary information, so noted in proposal, shall not be open for public inspection.

The City of Alvin hereby notifies all offerors that in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

The City reserves the right to reject any and/or all proposals, to waive any and all technicalities and to accept any proposal or part thereof, which in the opinion of the City Council, is most advantageous to the City. In case of ambiguity or lack of clearness in stating the prices in the bid, the City reserves the right to consider the most advantageous bid thereof or to reject the bid.

Published: November 21, 2021
November 28, 2021

REQUEST FOR PROPOSAL FOR
DEBRIS MONITORING, RECOVERY, and
OTHER RELATED SERVICES FOR THE CITY OF ALVIN

The City of Alvin is located near the Gulf of Mexico and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris, to allow for security, emergency, and other service traffic. It is in the best interest of the City of Alvin to enter into a pre-event agreement with a firm to provide debris management and monitoring services in the event of a disaster.

The City of Alvin (the “Owner”) is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure 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.

Respondent must meet the following general conditions:

- (1) Ability to respond within seventy-two (72) hours after the disaster;
- (2) Selecting and permitting of TDSRS (Temporary Debris Staging and Reduction Sites) locations and any other permitting/regulatory issues as necessary;
- (3) Ability to provide monitoring of the clean up, removal, separation, reduction and disposal of Debris as defined in the Scope of Services set forth on Exhibit “A” attached hereto and incorporated herein by reference (the “Services”);
- (4) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring;
- (5) Entering load tickets into a database application and digitization of source documentation;
- (6) Developing daily operational reports to keep the City informed of work progress;
- (7) Development of maps, GIS applications as necessary;
- (8) Capability of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- (9) Possessing the experience in the provision of the Services for reimbursement through the FEMA Public Assistance program;

- (10) Ability to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within thirty (30) days following completion of debris hauling and removal;
- (11) Ability to conduct a comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.

Respondent must further provide all information requested in this RFP.

CITY OF ALVIN
GENERAL TERMS & CONDITIONS

1. RECEIPT AND OPENING OF PROPOSALS

The City of Alvin (hereinafter called the “Owner”), invites proposals on the form attached hereto. Sealed proposals shall be submitted **including one (1) marked original along with one (1) full electronic copy in PDF format (CD or flash drive)**, properly labeled and clearly marked in a sealed envelope with the RFP number and description. **Forms supplied by the City in this package must be completed and included in all submittals.** Owner will receive proposals at the City Secretary’s Office, City Hall, 216 W. Sealy, Alvin, Texas 77511. Proposals will be publicly opened at 2:15 p.m. after the closing hour of said date. Vendor name **only** will be read aloud so as to avoid disclosure of contents.

Any proposal received after the time and date specified shall not be considered.

The Owner may not consider any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals or authorized postponement thereof.

2. TERM OF AGREEMENT

The initial term of this contract shall be for a period of five (5) years from the date of award to December 31, 2026. The City of Alvin reserves the right, and the Contractor agrees; that the contract may be extended for up to one (1) additional five (5) year term.

Should the City of Alvin wish to exercise this right, it shall so notify the Contractor. Notice of intent to renew this contract will be given to the Contractor in writing by the Project Administrator, sixty (60) days before the expiration date of the current contract. (This notice shall not be deemed to commit the City of Alvin to a contract renewal). In the event a contract is fully executed, the Contractor acknowledges and agrees that any service it provides to the City of Alvin after the termination date of the initial Contract, will be deemed to be gratuitously provided, and the City of Alvin shall have no obligation to pay for such services unless the City of Alvin approves an agreement, in writing, to do so in its sole discretion.

3. PROPOSAL MODIFICATIONS

Any offeror may modify their proposal by written communication at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to closing time. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification so that the Owner will not know the final prices or terms until the sealed proposal is opened.

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-proposal documents to any bidder orally. Such communication must be in writing.

Every request for such interpretation should be in writing addressed to:

Brandon Moody, Public Services Director
bmoody@psf.cityofalvin.com

All requests shall be received at least five (5) days prior to the scheduled time for receipt of proposals. Any and all such interpretations and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be submitted to all prospective offerors not later than three (3) working days prior to the scheduled time for receipt of proposals. Failure of any bidder to receive any such addendum or interpretation shall not relieve offeror from any obligation of submitted proposal. All addenda issued shall become part of the contract documents and must be acknowledged as received on submitted document.

4. METHOD OF AWARD

Evaluation will be based on the criteria stated in the RFP. The best proposal submitted by a responsible offeror will be negotiated with the Owner. If proposal amounts exceed the available funds to finance the contract, the Owner may reject all proposals or may award the contract on a negotiated proposal with deductible alternates applied in numerical order in which they are listed on the Form of Proposal, as produces a net amount, which is within the available funds.

The Owner reserves the right to waive any informalities or technical errors that in its judgment will best serve the interests of the Owner.

5. FUNDING OUT CLAUSE

In the event of a disaster, the City may elect to remove debris with City forces, to activate a contract resulting from this RFP or contract separately for debris removal. Funding sources will be identified when the contract is activated and will likely include FEMA, TDEM, and City funds.

The Owner warrants that funds are available to pay for this contract until the end of its current fiscal year and warrants funds will be requested to make payment in each appropriation period from now until the end of the last renewable option year. However, if funds are not made available after such request, then the Owner may terminate this agreement with thirty (30) days written notice.

6. QUALIFICATIONS OF OFFEROR

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

7. CONDITIONS OF WORK

At the time of the opening of proposals, each offeror will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any offeror to examine any form, instrument, or document shall in no way relieve any offeror from any obligation in respect of his proposal.

The Owner may make such investigations as he deems necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such offeror fails to satisfy the Owner that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

8. LAWS AND REGULATIONS

The offeror's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. SUBCONTRACTS

The offeror is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

10. SAFETY STANDARDS AND ACCIDENT PREVENTION

With respect to all work performed under this contract, the Contractor(s) shall:

- (a) Comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction"

published by the Associated General Contractors of America, and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596).

- (b) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

11. CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has a business relationship (as defined by Section 176.001(1-a)) with the local government entity, shall file a completed conflict of interest questionnaire with the City Secretary within seven (7) business days after the latter of:

- (a) the date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or
- (b) the date the person becomes aware of facts that require the statement to be filed.

The Conflict of Interest Questionnaire (Form CIQ) is available from the City of Alvin or from the Texas Ethics Commission at www.ethics.state.us. Completed conflict of interest forms may be mailed or delivered to the office of City Secretary, 216 W. Sealy, Alvin, Texas 77511. Please consult your own legal advisor if you have questions regarding the statute or this form.

12. PUBLIC ASSISTANCE CONSULTING SERVICES

The Contractor shall provide if requested by the City:

- (a) Identification of eligible emergency and permanent work (Category A-G);
- (b) Damage Assessment;
- (c) Assistance in attaining Immediate Needs Funding;
- (d) Loss measurement and categorization;
- (e) Insurance evaluation, documentation adjusting and settlement services;
- (f) Project Worksheet generation and review;
- (g) FEMA, FHWA and Natural Resources Conservation Services (NRCS) reimbursement support;
- (h) Staff augmentation with experienced Public Assistance Coordinators and Project Officers;
- (i) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- (j) Appeal services and negotiations;
- (k) Reconstruction and long-term infrastructure planning; and
- (l) Final review of all emergency and permanent work performed.

13. SUPPLEMENTAL INFORMATION

- (a) All prices to be F.O.B., Destination, City of Alvin, Texas 77511.
- (b) The City of Alvin is exempt from all taxes in the State of Texas, including sales tax. A tax-exempt form will be provided upon request.
- (c) Use of brand names in specifications is descriptive and not restrictive, and any product of equal quality will be considered.
- (d) All exceptions to the specifications and/or brand names must be so stated on the proposal.
- (e) It is requested that vendors electing not to offer a proposal, submit a **“NO RESPONSE”** in order to remain on the bidder’s list.

Exhibit “A”
Scope of Services
Debris Removal Monitoring

Field Documentation of Work

Respondent shall carefully document debris removal activities as well as trees that contain hazardous hanging limbs, and hazardous trees that need to be removed. Respondent will work closely with the City and with FEMA to determine the most effective methods of documentation of the Contractor’s work to ensure that debris removal is eligible for Federal funding, and communicate with FEMA to ensure documentation supports verification needs for project reimbursement. Assess and monitor marine debris removal, including navigable waterways within the City’s jurisdiction.

Collection Monitoring of Right-of-Way and Public Property Debris/Trees

Respondent will provide collection monitors with each of the Contractor’s loading crews to ensure each load is related to the disaster, and is eligible for federal reimbursement. The street address will be recorded on each load ticket. The respondent will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris management site (DMS) or disposal site with the truck driver for rating. Respondent will provide similar services if debris removal from private property is approved later for this project.

Pre-Validation of Debris and Trees

Respondent will work with FEMA in an effort to pre-validate as much debris and tree removal as possible.

Monitor Training

Respondent will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. Additionally, Respondent will get FEMA involved with the training program so that everyone has the same understanding of the disaster specific guidance for debris removal.

Spot Checks and Auditing of Monitors

Respondent will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the City’s information, and FEMA documentation. Respondent will assist the City in public communication and relay any citizen complaints for action by the contractor or the City.

Truck Certification

Respondent will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control.

DMS/Disposal Sites

Respondent will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from the DMS through final disposal, if applicable.

Data Management

Respondent will establish a data management team that reconciles load ticket information on a daily basis. This information can be provided to the City, FEMA, and the Contractor for use and information. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the City. Furthermore, Respondent will organize field information for FEMA documentation including photographs and GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Respondent will help track invoices for FEMA reimbursement and provide additional supporting information as necessary.

Recovery Services

The City is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in coastal community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and Private property vegetative/C & D hazard removal monitoring
- ROW and Private property demolition coordination and monitoring

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal project.

Safety Meetings and Monitoring Updates

Respondent will hold daily meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Respondent will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Status Reports

Respondent will provide detailed daily or weekly status reports to the City for use and information. Relevant project statistics and cumulative statistics will be shown in a straightforward manner to officials to provide information to the media or to their constituents.

Insurance

The proposer receiving the award will obtain or possess the following insurance coverages, and will provide Certificates of Insurance to the City to verify such coverage.

- (1) Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City of Alvin and its agents, employees and officials.
- (2) Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and personal Injury. The limits shall not be less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- (3) Business Automotive Liability - The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- (4) Professional Liability (Errors & Omissions) - The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

PROPOSAL REQUIREMENTS AND RESPONSE FORMAT

Respondent shall present their responses to this Request for Proposal in the manner and format listed below, identifying each response by its respective tab.

TAB ITEM

1. COMPANY INFORMATION

A company profile which must include the firm name and business address, including telephone number. Year established (include former firm names and year established, if applicable). Type of ownership and parent company, if any. Provide the name of the person who shall serve as authorized negotiator for Respondent, should Respondent be selected to negotiate with the Owner.

2. COMPANY EXPERIENCE

Provide information indicative of experience in other projects of similar complexity that documents successful and reliable experience in past performance within the last five (5) years, as it related to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least ten (10) FEMA reimbursable disaster debris removal projects related to at least three (3) different declared disasters, over the past five (5) years, including at least one project involving removal of at least 100,000 cubic yards of debris. Identification of governmental clients for whom similar services have been provided including name of client, client contact person, the description of services performed, and quantity of debris monitored. Whether or not Respondent has had a contract related to debris removal cancelled within the past seven (7) years. If so, state the name and address of the other contracting party and reason. Provide resumes of key staff.

3. REPRESENTATIVE LIST OF PROJECTS

The respondent shall provide references for five debris projects of similar size performed over the past five years. Include the client's name, debris quantity, brief summary of work, and name, address, and phone number of a responsible contact person. Provide a listing of all pre-position or pre-event debris contracts with cities, counties, or other entities within 100 miles of the City of Alvin.

4. Completed Proposal Statements

5. Completed "Indemnity Hold Harmless Agreement"

6. Completed Bid Affidavit

7. Completed Conflict of Interest Questionnaire - Form CIQ

EVALUATION AND CONTRACT AWARD

- A. The Owner reserves the right to conduct a pre-award discussion and/or pre-award/contract negotiations with the responsive and responsible Respondent, who after evaluation of the criteria stated in Item D, is determined to best meets the needs of the Owner. The Owner has the option to:
- (1) Request that Respondent(s) modify their proposal to more fully meet the needs of the Owner or to furnish additional information as may be reasonably required.
 - (2) Process the selection of the successful Respondent without further discussion with or notification to the other Respondents.
 - (3) Waive any irregularity in any proposal, or reject any and all Proposals should it be deemed in the Owner's best interest to do so. The Owner shall be the sole judge of Respondent's qualifications and reserves the right to verify all information submitted by Respondent(s).
- B. In order to initiate action toward making the required determinations, the Owner must have available, from each Respondent who is or may become eligible for an award, certain current information concerning each apparent or prospective eligible Respondent. In many cases it is deemed advisable to conduct investigations of several Respondents concurrently in order to avoid any delay in making award on urgent programs should an investigation disclose that the apparent successful Respondent is not eligible to receive an award.
- C. The following criteria will be used by City staff to evaluate the proposals and make a selection:
- 15% References on recent projects of similar size and scope
 - 20% Qualifications of firm and key staff
 - 15% History of successful project performance without major de-obligations of FEMA funding
 - 20% Management Systems/Reporting Systems/Training Manual
 - 30% Cost of Services Proposed
- D. Award will be made to one or more Respondents that the Owner determines can accomplish the requirements set forth in the Request for Proposal packet in a manner most advantageous to the Owner, cost and other factors considered, or to reject any and all Proposals.

PROPOSAL STATEMENTS

I have read and understand the requirements of this proposal, Debris Monitoring, Recovery, and other Related Services, and agree to provide the required services in accordance with this Proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the City at cost without mark-up.

Positions	Hourly Rates
Project Manager	\$ _____
Operations Manager	\$ _____
GIS Analyst	\$ _____
Field Supervisor	\$ _____
Debris Site Monitor	\$ _____
Load Ticket Data Entry Clerks	\$ _____
Project Assistants	\$ _____
Field Coordinators (crew Monitors)	\$ _____

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions	Hourly Rates
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SUBMITTED BY:

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE: _____

EMAIL: _____

BID AFFIDAVIT

All pages in Offeror's PROPOSAL containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature in binding on the PROPOSAL.

The undersigned offers and agrees to furnish all of the items and/or services upon which process are stated in the accompanying proposal. Further the undersigned certifies to having read and understands the terms of this invitation. The period of acceptance of this bid will be ninety (90) calendar days from the bid opening.

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____ on this day personally appeared, who after being by me duly sworn, did depose and say:

"I, _____, am duly authorized officer of/agent for _____ and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing proposal has been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

STATE RESIDENT CERTIFICATION:

Our principal place of business or corporate office is in the STATE of Texas. Yes ____ No ____

LOCAL RESIDENT CERTIFICATION:

Our principal place of business or corporate office is in the City of Alvin, State of Texas.

Yes____ NO ____

NON-RESIDENT CERTIFICATION:

Our principal place of business is _____, _____.
(City) (State)

Name and Address of Offerer:

Telephone Number _____

Email Address: _____

By:_____ Title:_____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named,

_____ on this the _____ day of 2021.

(Name of Notary)

Notary Public in and for the State of _____

(Seal)

RETURN THIS PAGE PROPERLY EXECUTED WITH YOUR PROPOSAL

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Alvin is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Alvin will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

www.ethics.state.tx.us or at 1-800-1325-8506.

Please remit the CIQ form with your bid.

Thank you.

CITY OF ALVIN

INDEMNITY HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor(s), its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Alvin, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney's fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor(s) relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor(s) or anyone directly or indirectly employed by or working as an independent contractor for Contractor(s) or said Subcontractors or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees or independent contractors.

The Contractor(s) expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor(s), shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of Alvin, its Council members, officers, agents and employees and herein provided.

Contractor

Date

Printed Name

Signature

STATE OF TEXAS

COUNTY OF BRAZORIA

NON-EXCLUSIVE CONTRACT FOR DEBRIS REMOVAL
RESULTING FROM FUTURE DISASTERS

This contract (this “Contract”) is made and entered into on the _____ day of _____, 2021, by and between the City of Alvin, Texas (the “Owner”) and _____ (“Contractor”) authorized to transact business in the State of Texas (the “State”).

WHEREAS, the Owner is located in an area subject to a variety of potential disaster, including catastrophic disasters, such as major hurricanes which may produce huge quantities of debris; and

WHEREAS, the Owner desires to retain the services of Contractor, and Contractor desires to provide services to monitor the clean up, removal, separating, reduction and disposal of Debris as defined in the Scope of Services set forth on Exhibit “A” attached hereto and incorporated herein by reference (the “Services”); and

WHEREAS, the Contractor represents that it is willing and capable of performing the Services, including, but not limited to proper documentation preparation, management and event closure services; and

WHEREAS, Contractor represents that it is knowledgeable and has experience in the provision of the Services and in insuring that all Services qualify for reimbursement under FEMA and TDEM, as hereinafter defined;

WHEREAS, the term of this contract shall be for a period of five (5) years, ending on December 31, 2026, with an option to renew for an additional five (5) years;

NOW, THEREFORE, for and in consideration of the terms and conditions herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Owner and Contractor hereby contract and agree to comply with these Contract Documents.

The contract documents which comprise and supplement the Contract between the Owner and Contractor consist of the following documents, which documents are made part of this Contract as fully as if disclosed and written at length and made a part hereof:

- (1) This Contract;
- (2) All Exhibits, including Exhibit A and Exhibit B, and Appendix A
- (3) Notice of Invitation for Proposal;
- (4) Contractor’s Qualifications;
- (5) General Conditions;
- (6) Contractor’s Bonds;

- (7) Notice of Award;
- (8) Notice to Proceed; and
- (9) Any modifications, including Change Orders duly delivered after execution of this Contract.

If language or terms in these documents conflict, the following order will determine which document's language or terms control:

- (a) Contract, including Exhibit A - Scope of Services, and Exhibit B - Contractor's Proposal, and Appendix A, Federal Contract Provisions;
- (b) Duly authorized Change Orders;
- (c) General Conditions;
- (d) Notices, Bonds; and
- (e) Contractor's Qualifications.

This Contract will be executed in multiple counterparts, each one of which, when so executed, shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be entered into on the date first above written.

CONTRACTOR

By: _____

Its: _____

CITY OF ALVIN, TEXAS

By: _____

Its: _____

Attest: _____

ATTACHMENT “A”
FEDERAL CONTRACT PROVISIONS – APPENDIX II OF 2 CFR PART 200

The CONTRACTOR agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to Appendix II of 2 C.F.R. Part 200 – Standards, and orders or regulations that are not applicable to the scope of work will not be required of the CONTRACTOR.

**APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Delays and Excused Performance/Force Majeure.

- a. Any delay or failure in the performance by either party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure.
- b. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, other than those of CONTRACTOR, that prevent CONTRACTOR from performing its obligations in this Agreement, and other like events that are beyond the reasonable anticipation and control of the party affected thereby, despite such party’s reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a party’s failure to perform its obligations under this Agreement.

2. Equal Employment Opportunity.

- a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national

origin.

- c. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor for purpose of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be Imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. CONTRACTOR will include these provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

3. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3144, and 3146-3148).

- a. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- b. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination

made by the Secretary of Labor.

- c. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
- e. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- f. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- g. The contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- h. The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- i. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

- a. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- b. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.
- c. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- e. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Reporting.

Vendor shall allow access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

6. Debarment and Suspension (Executive Orders 12549 and 12689).

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

- a. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.
- b. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- c. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a), and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251- 1387), as amended.

- a. Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Procurement of Recovered Materials** §200.322.

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- b. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Minority Businesses and Women's Businesses.** As required by CFR Title 2, §200.321 (b)(6), Contractor must take the following affirmative steps in the hiring of any subcontractors:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

If not provided at time of bid submittal, the form must be completed and submitted within three business days of CITY'S request. CONTRACTOR hereby certifies the following:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. §3801 et. Seq., apply to this certification and disclosure, if any

Signed on this the _____ day of _____ 20____.

By (Printed Name): _____

Signature: _____

Title: _____

City of Alvin
Alvin, Texas 77511

Team Evaluation of Bid for:
Debris Monitoring Services

December 8, 2021

Dimensions	Co-Efficient	Debris- Tech		Tetra- Tech		DP&O		Rostan	
		Score	Final	Score	Final	Score	Final	Score	Final
References on Recent Projects of Similar Size & Scope	15%	60	9	30	4.5	20	3	30	4.5
Qualifications of Firm & Key Staff	20%	50	10	80	16	50	10	40	8
History of Successful Project Performance Without Major De-Obligations of FEMA Funding	15%	10	1.5	60	9	30	4.5	40	6
Management Systems/Reporting Systems/Training Manuals	20%	50	10	80	16	50	10	30	6
Cost of Services Proposed	30%	100	30	99	29.7	97	29.1	98	29.4
TOTAL	100%	270	60.5	349	75.2	247	56.6	238	53.9

Each dimension was measured on the Likert Scale (1-100). The committee considered each bid proposal on the dimensions that were to be evaluated and graded on a consensus basis.

The team consisted of:

Dan Kelinske, Director, Parks and Recreation

Brandon Moody, Director, Public Works

Ron Schmitz, Director, EMS and Emergency Management Coordinator

Todd Arendell, Captain, Police and Assistant Emergency Management Coordinator

Sara Cruz

From: Debra McCormick <debra@debristech.com>
Sent: Wednesday, December 29, 2021 2:38 PM
To: Brandon Moody; Sara Cruz
Cc: Brooks Wallace
Subject: Re: Bid Award RFP 21-01 Debris Monitoring and Recovery
Attachments: unknown.jpg

Dear Ms. Cruz,

We appreciate the City's offer to provide debris monitoring services but unfortunately, we only accept primary positions and will have to decline. Our clients are our top priority and we always want to ensure that our resources are reserved for those clients that give us their priority, as well. We hope to have the opportunity to work with you in the future and wish you a happy new year! If you have any questions, please do not hesitate to contact us.

Sincerely,

Debra

From: Sara Cruz <scruz@cityhall.cityofalvin.com>
Date: December 20, 2021 at 6:42:46 AM MST
To: brooks@debristech.com
Cc: Brandon Moody <bmoody@psf.cityofalvin.com>
Subject: Re: Bid Award RFP 21-01 Debris Monitoring and Recovery

Dear Mr. Wallace,

The City Council at its meeting on December 16, 2021, awarded the Debris Monitoring, Recovery, and Other Related Services, bid to Debris Tech LLC as the secondary response in an emergency event. The bid proposal is for period of five (5) years, with an option to extend for one (1) additional five-year term.

The bid award will take effect on December 16, 2021.

Please provide us a copy of the Texas Ethics Commission Form 1295, Certificate of Interested Parties at the above address or by e-mail to scruz@cityofalvin.com. You will need to go online and file form 1295 at <https://www.ethics.state.tx.us/filinginfo/1295>.



Sincerely,

Sara Cruz

City of Alvin

Deputy City Secretary



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Debra McCormick / Business Manager

DebrisTech / Office: [601-658-9598](tel:601-658-9598) / Cell: [601-347-5885](tel:601-347-5885)
[925 Goodyear Blvd., Picayune, MS 39466](https://www.debristech.com)



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: Police

Contact: Chief Robert E. Lee

Agenda Item: Discuss and consider Resolution 22-R-03, Rifle-Resistant Body Armor Project, authorizing the Police Department to make application for a grant through the Office of the Governor of the State of Texas Public Safety Office to defray the cost of purchasing rifle resistant body armor for sworn officers.

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

Summary: The Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor of the State of Texas, has opened a grant for agencies to obtain Rifle Resistant Body Armor for sworn officers. Alvin's officers are all issued standard bullet resistant vests that are mandated to be worn anytime officers are in uniform. These vests are on-duty everyday wear and are not rated for rifle calibers. Rifle resistant body armor is significantly bulkier, and the intent is that each officer will have access to their own issued rifle resistant armor that they may keep in their vehicle and don as appropriate. At the present time, only the Alvin members of the Combined Agency Response Team (CART) have access to rifle level body armor.

This grant requires a resolution from the governing body of the agency applying which includes the following:

1. Authorization by the governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested; "Rifle-Resistant Body Armor Project"
2. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
3. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

The grant will not fund armor for open positions (future hire), nor will it fund additional armor for the members of the CART who already have rifle resistant body armor. The Department is applying for a total of \$22,734.80 for forty-four (44) sets of rifle-resistant body armor for existing personnel who are not CART members. This grant requires no city funding, it will cover 100% of the cost.

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:** 1/25/2022 SLH

Supporting documents attached:

- Resolution 22-R-03

Recommendation: Move to approve Resolution 22-R-03, Rifle-Resistant Body Armor Project, authorizing the Police Department to make application for a grant through the Office of the Governor of the State of Texas Public Safety Office to defray the cost of purchasing rifle resistant body armor for sworn officers.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION 22-R-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING THE ALVIN POLICE DEPARTMENT TO MAKE APPLICATION FOR A RIFLE-RESISTANT BODY ARMOR GRANT THROUGH THE OFFICE OF THE GOVERNOR OF THE STATE OF TEXAS PUBLIC SAFETY OFFICE TO DEFRAY THE COST OF PURCHASING RIFLE RESISTANT BODY ARMOR FOR SWORN OFFICERS.

WHEREAS, the Texas General Appropriations Act, Article I, Rider 26 for Trusteed Programs within the Office of the Governor of the State of Texas, has opened a grant for agencies to obtain Rifle Resistant Body Armor for sworn officers; and

WHEREAS, it is the intent of the Alvin Police Department that each currently employed sworn officer have access to their own rifle resistant armor; and

WHEREAS, grant funds received will be utilized to defray the cost of purchasing rifle resistant body armor for currently employed sworn officers;

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

Section 1. The City Council authorizes the submission of a grant application to the Governor's Public Safety Office for the "Rifle-Resistant Body Armor Project."

Section 2. The City of Alvin, Texas, hereby assures that, in the event of loss or misuse of the grant funds, the governing body will return all funds to the Governor's Public Safety Office.

Section 3. The City Council has considered the matter and deems it in the public interest to authorize this action, and hereby authorizes Robert E. Lee, the Chief of Police for the Alvin Police Department, as the authorized official who is hereby given the authority to apply for, accept, reject, alter, or terminate a grant with the Governor's Public Safety Office.

Section 4. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 3rd day of February 2022.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/3/2022

Department: City Manager

Contact: Junru Roland

Agenda Item: Consider the City Manager's recommendation to appoint Karen Edwards as the City of Alvin's Director of Human Resources.

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

Summary: Article V. Section 3(a) of the City Charter states that the City Manager may appoint department heads not specifically appointed by the City Council with the consent of City Council. After completing the review and interview processes, I am recommending Mrs. Karen Edwards to serve as the City of Alvin's Director of Human Resources. Mrs. Edwards has over 20 years of Human Resource experience and holds a Bachelor of Business Administration in Management Information Systems and a Master of Science in Human Resource Development.

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:** _____

Supporting documents attached:

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Recommendation: Move to consent to the City Manager's recommendation of Karen Edwards as the City of Alvin's Director of Human Resources.

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

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