

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

MARCH 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 of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, MARCH 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. PUBLIC COMMENT

4. CONSENT AGENDA

- A. Consider approval of the February 17, 2022, City Council meeting minutes.
- B. Consider a final plat of Kendall Lakes Section 11, being a planned unit development subdivision of 28.39 acres of land located in the H.T. and B.R.R. Company Survey, Section 40, A-482, City of Alvin, Brazoria County, Texas.
- C. Acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects.
- D. Consider Ordinance 22-H, amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Definitions, Accumulation, Mowing Requirements, Notice of Violation, and Defense to Prosecution; providing for penalties; providing for severability; and setting forth other provisions related thereto.
- E. Consider Ordinance 22-I, amending Chapter 17½, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the regulation of signs; providing for penalties; providing for severability; and setting forth other provisions related thereto.
- F. Consider Ordinance 22-J, amending Chapter 25, Water and Sewers, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the City's business hours, Definitions, and deleting in its entirety Article IV, Extension of water and sewer lines under front foot charge program; providing for penalties; providing for severability; and setting forth other provisions related thereto.

- G. Consider Ordinance 22-K, amending Chapter 16½ Parks and Recreation, of the Code of Ordinances of the City of Alvin, Texas for the purpose of amending Article I. In General, Article II. Public Park Restrictions, and Article III. Use of Parks; providing for penalties; providing for severability; and setting forth other provisions related thereto.
- H. Consider Addendum No. 1 for the remaining term of an additional two-year renewal Agreement with Sprint Waste Services, L.P. for the City's bio-solids disposal services provider, in an amount not to exceed \$85,000; and authorize the City Manager to sign the Agreement upon legal review.

5. OTHER BUSINESS

- A. Consider Resolution 22-R-06, adopting the Texas Subdivision and Special District Election and Release Forms for the Claims against Endo Pharmaceuticals, Inc. and Teva Pharmaceutical Industries, Ltd., and authorize the City Manager to sign the Release Forms; and further authorize and direct the City Manager to execute all documents necessary for the City to participate in future settlements concerning the State of Texas' opioid litigation with any other distributors or manufacturers, or any other entity to enter into agreements with the State of Texas regarding the opioid litigation.
- B. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

6. REPORTS FROM CITY MANAGER

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

7. ITEMS OF COMMUNITY INTEREST

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

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

8. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the 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 FEBRUARY 28, 2022, at 4:00 P.M.**



A handwritten signature in blue ink, appearing to read "Dixie Roberts", is written over a horizontal line.

Dixie Roberts, City Secretary

Removal Date: _____

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

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
REGULAR CITY COUNCIL MEETING
THURSDAY FEBRUARY 17, 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; Michael Higgins, Chief Financial Officer; Dan Kelinske, Parks and Recreation Director; and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Kurt Wise with Alvin Bible Church 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.

PRESENTATIONS

Promotion of Officers Chesley McDonald, Jason Cleere, Dante Villareal, and Lauren Barkdull to the Civil Service rank of Corporal/Specialist presented by Robert E. Lee, Police Chief.

PUBLIC COMMENT

Justin Gatlin presented comments regarding his opinion on the upcoming agreement with Alvin Sunrise Rotary and the City of Alvin for the Music Fest.

Dick Tyson presented comments regarding redistricting.

CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION

Consider approval of the February 3, 2022, City Council meeting minutes.

Consider resignation from Parks & Recreation Board member, Stacy Binford.

Stacy Binford submitted a letter of resignation from the Parks and Recreation Board for her term ending on December 31, 2023. This agenda item is the formal acceptance of said resignation.

With the resignation of Ms. Binford, seven (7) members will remain on the Parks and Recreation Board. Article IX of the Alvin Charter states that there must be at least seven (7) members, and no more than nine (9) members on the Board. No other appointments will be needed at this time unless it is the desire of City Council to do so at a future meeting.

Acknowledge receipt of the 2021 Annual Racial Profiling Report as required by Article 2.134 of the Texas Code of Criminal Procedure.

Article 2.134 of the Texas Code of Criminal Procedure requires that no later than March 1st of each year, that law enforcement agencies submit a report containing the previous year's incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency's city or county.

The 2021 report includes data on: gender, race or ethnicity, if race was known prior to the stop, reason for the stop, street address or approximate location of the stop, if a search was conducted, if a search was conducted the reason for the search, if contraband was discovered, description of contraband, result of the stop (verbal warning, written

warning, citation, arrest and if use of force resulting in bodily injury occurred), if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant. A comparison of demographic data collected with the latest demographic data estimate of the City of Alvin (census.gov 2021), <https://www.census.gov/quickfacts/alvincitytexas>, was completed and submitted to TCOLE as well as the required data on traffic stops for the year. The actual demographic makeup of the city is considered to be outside of this data set as no data set indicates that work, shopping or travel demographics within the city were included.

The 2021 racial profiling report is believed to be representative of our population in general and does not indicate racial profiling bias. No complaints of racial profiling were filed with the Alvin Police Department in 2021.

Consider a bid award to Commercial Chemical Products, Inc. as the City's vendor for Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price and conditions, for an amount not to exceed \$25,000 per year; and authorize the City Manager to sign upon legal review.

Sodium Bisulfite is used at the Wastewater Treatment Plant following chlorine disinfection. This product removes the chlorine from the treated wastewater prior to discharging the effluent (treated wastewater) into the receiving stream. This is a Texas Commission of Environmental Quality (TCEQ) requirement in the wastewater treatment process. On January 25, 2022, bids were opened, and Commercial Chemical Products was the lowest qualified bidder for Sodium Bisulfite at \$1.65 per gallon.

Consider a bid award to DXI Industries, Inc. as the City's vendor for Sodium Hypochlorite for (1) year with an option to continue for an additional (1) year at the same price and conditions, for an amount not to exceed \$65,000 per year; and authorize the City Manager to sign upon legal review.

Sodium Hypochlorite (liquid bleach) is a chemical used to disinfect the effluent (treated wastewater) from the City's wastewater treatment plant. This is a Texas Commission of Environmental Quality (TCEQ) requirement for the wastewater treatment process. On January 25, 2022, bids were opened and DXI Industries, Inc. was the lowest qualified bidder for Sodium Hypochlorite at \$1.547 per gallon.

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 setting forth other provisions related thereto.

This Ordinance amends Chapter 2, Administration of the Code of Ordinances. Proposed changes to this Chapter were presented to City Council at the January 15, 2022, council/staff workshop facilitated with Ron Cox to include changes to Section 2-20.1 and 2-20.3 Senior Citizen Board (adding residency requirements for board members). During such time City Council had no objections to the amendments as presented. The proposed changes were brought before City Council in ordinance form at the February 3rd City Council meeting. Discussion was had on whether residency requirements should be implemented for members of the Alvin Senior Citizens Board. Further discussion was also had on the proposed amendments to Section 2-20.1 regarding carrying of firearms on city property. No action was taken on the ordinance as presented. City Council requested that the ordinance be amended to remove the proposed Senior Citizens Board residency requirements and that it be brought back for consideration at the next meeting.

Included in this ordinance amendment to Chapter 2, Administration in summary:

- Section 2-20.1 – Amending the carrying of a firearm on City property to reflect current law (presented by Chief Lee). Said amendments reflect the current state law.

Staff recommends approval of Ordinance 22-A.

Consider Ordinance 22-E, of the City of Alvin, Texas, amending Chapter 8½, Emergency Medical Services, of the Code of Ordinances of the City of Alvin, for the purpose of deleting Section 8½-6 Speed Limitation; and setting forth other provisions related thereto.

This Ordinance amends Chapter 8½-6, Emergency Medical Services, Speed Limitation, of the Alvin 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 removing the entire section,

as the speed of emergency vehicles is managed by state law (Transportation Code, Title 7, Subtitle C, Chapter 546.001 (2)). The changes in summary are:

- Section 8 ½ - 6 – removing the speed limitation within the Code as this is now prescribed by state law. (presented by Ron Schmitz)

Staff recommends approval of Ordinance 22-E.

Consider Ordinance 22-F, of the City of Alvin, Texas, amending Chapter 22, Taxation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I, In General, by adding Section 22-1, Payment of Taxes and Penalties; by amending Section 22-11, Homestead Exemption for the Elderly, Section 22-11.1 Homestead Exemption for the Disabled, 22-13 Local Sales and Use Tax, and 22-14 Homestead Exemption; by deleting in their entirety Sections 22-4, Assessment of Back Taxes, 22-5, When and where taxes due and payable, 22-6, Tax Rolls 22-7, Delinquent taxes, 22-7.1, Payment by installment, 22-8, Certification of amount, 22-10, Collector's fee, 22-10.1, Waiver of interest on delinquent tax, and 22-12, Notice to property owners of raise in value of property; repealing all ordinances or sections of ordinances in conflict; and setting forth other provisions related thereto.

This Ordinance is amending Chapter 22, Taxation, of the City of Alvin Code of Ordinances. The amendments made will update the Code to reflect current practices and state law. City ad valorem taxes are collected by the Brazoria County Tax Assessor-Collector.

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 changes in summary are:

- Section 22-1 Add "Payment of Taxes and Penalties"
- Section 22-4 Delete "Assessment of back taxes"
- Section 22-5 Delete "When and where taxes due and payable"
- Section 22-6 Delete "Tax Rolls"
- Section 22-7 Delete "Delinquent taxes—Penalties and interest"
- Section 22-7.1 Delete "Same—Payment by installment"
- Section 22-8 Delete "Same—Certification of amount."
- Section 22-10 Delete "Same—Collector's fee."
- Section 22-10.1 Delete "Waiver of interest on delinquent tax"
- Section 22-11 Amend "Homestead tax exemption for the elderly"
- Section 22-11.1 Amend "Homestead tax exemption for the disabled"
- Section 22-12 Delete "Notice to property owners of raise in value of property."
- Section 22-13 Amend "Local sales and use tax"
- Section 22-14 Amend "Homestead exemption"

Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 7, 2022, General Election; and authorize the Mayor to sign upon legal review.

This is a contract for election services with Brazoria County to conduct the May 7, 2022, General Election for City Council District A, District D, and At Large Position 2. This contract is similar to the contract authorized by City Council every year to conduct the City's election. The cost for this General Election could range anywhere from \$4,000 to \$10,000. The cost depends on how many other jurisdictions will be holding a May election. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.

Historical Election Cost (General May Election):

May 2018:	\$4,700
May 2019:	\$11,000
November 2020:	\$12,300 – (May 2020 election moved to November because of COVID)
May 2021:	\$6,200

Early voting and Election Day voting will be held at the Alvin Library. Registered voters may vote at any Early Voting location within the County during Early Voting, or on Election Day, may vote at any Voting Center in Brazoria County. Staff recommends approval of the contract.

Council member Castro 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

Consider Resolution 22-R-04, appointing Mohamad “Mo” Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement.

On or about Judge Mohamad “Mo” Ghuneim was appointed the Presiding Judge in March 2020 and would like to continue serving the City of Alvin as the Presiding Judge. Judge Ghuneim is responsible for presiding over trials and other court proceedings, performing certain magistrate functions, and general administration of the court. Staff recommends the reappointment and the approval of the Employment Agreement with Judge Ghuneim.

Dixie Roberts, Assistant City Manager/City Secretary, presented this item before Council with explanation. Judge Mo expressed his appreciation to City Council for the opportunity to serve the City of Alvin as the Municipal Court Judge.

Council member Castro moved to approve Resolution 22-R-04; appointing Mohamad “Mo” Ghuneim as the Presiding Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement. Seconded by Council member Starkey; motion carried with all members present voting Aye.

Consider Resolution 22-R-05, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement.

Article VI Section 2 of the Code of Ordinance authorizes City Council to appoint Associate Judges as deemed appropriate and necessary by the presiding judge. Presiding Judge Mohamad Ghuneim consents to the reappointment of Mike Merkel as Associate Judge of the City of Alvin. Judge Mike Merkel began serving as an Associate Judge for the City of Alvin in 2013 – overseeing the City’s magistrations in the City jail on a volunteer basis. As an associate judge, Judge Merkel will receive direction from the Presiding Judge, Mohamad Ghuneim, for his duties which include, but are not limited to, arraigning prisoners in the City jail.

The terms and conditions of the proposed Employment Agreement are basically the same with the exception of a requested increase in pay from \$450 per month to \$600 per month that would commence March 2022. Staff recommends approval of Resolution 22-R-05 and the Employment Agreement.

Dixie Roberts, the Assistant City Manager/City Secretary, presented this item before Council with explanation. Judge Merkel expressed his appreciation to City Council for the opportunity to serve the City of Alvin as an Associate Municipal Court Judge.

Council member Moore moved to approve Resolution 22-R-05, appointing Mike Merkel to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term ending March 5, 2024; and authorize the Mayor to sign the Employment Agreement. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider a License Agreement for the Exclusive Use of City Property, independent of the expired donation agreement between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff to be held at Briscoe Park from Friday, April 1, 2022, through Sunday April 3, 2022; and authorize the City Manager to sign upon legal review.

In 2014, Alvin Sunrise Rotary and the City executed a Donation Agreement, which in addition to outlining multi-year donations from the Alvin Sunrise Rotary to the Parks Department for equipment and naming rights of the

pavilion at Briscoe Park through 2034, the Donation Agreement established an exclusive usage right to Briscoe Park for the Alvin Music Festival and BBQ cook-off. The 2014 Donation Agreement expired December 31, 2021, and Alvin Sunrise Rotary is requesting to continue exclusive use of Briscoe Park for the Music Festival, independent of renewing the expired Donation Agreement.

At the April 6 and May 4, 2021, Parks Board meetings, the Parks Board recommended renegotiating a renewal of the Donation Agreement.

The License Agreement for Exclusive Use of City Property is used as an annual instrument to acknowledge dates of exclusive use of Briscoe Park and capture other City owned resources such as equipment and personnel requested by the Alvin Sunrise Rotary Club for the purpose of holding the fundraising event "Music Fest and Bar-B-Q Cook-Off." This year, 2 exclusive park use is requested by Alvin Sunrise Rotary Club from March 28 – April 3, 2022, with the actual event scheduled for April 1 – 3, 2022 in Briscoe Park to include food, alcoholic beverages, music, and other entertainment.

Pursuant to the Licensing Agreement, Alvin Sunrise Rotary Club agrees to:

- Adhere to governmental regulations concerning the sale of food and alcohol and obtain appropriate permits*
- Adhere to City's noise ordinance and obtain appropriate sound/noise permit*
- Fence the park area used exclusively for the event*
- Ensure the deployment of police for security and pay the cost of City of Alvin police officers to perform security and/or traffic control*
- Maintain the property in clean condition*
- Abide by all terms of the Community Wide Event Application, including insurance requirements*
- Maintain Comprehensive General Liability insurance naming the City of Alvin as an additional insured*

Pursuant to the Licensing Agreement, the City agrees to:

- Contribute \$20,000 of Hotel Occupancy Tax funds thru the H.O.T. fund grant program (\$10,000 distribution payment made January 20, 2022)*
- Authorize Alvin Sunrise Rotary to sell alcoholic beverages on City property*
- Waive tent fees for individual participating cooks/cook teams*
- Waive Park user fees as outlined in the Community Wide Event Application*
- Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cooks and other Fire Safety and Prevention services required by the City*
- Provide barricades and cones for street closure*
- Provide EMS personnel and ambulance*
- Provide Mobile Command Truck*
- Provide portable restroom*
- Provide up to 20 picnic tables and 30 trash barrels with liners*
- Provide electricity and water, where already furnished*

Dan Kelinske, Parks and Recreation Director presented this item before Council with explanation. Justin Gatlin, Parks Board member (although not representing the Board in his remarks) spoke to this item again, clarifying his remarks made during public comment portion of the meeting that he did not feel that the license agreement should be approved without another donation agreement in place. Terry Droege, Foundation Chair for Alvin Sunrise Rotary Club presented background information on how this agreement was originally developed. He explained that for most non-profits, donation agreements are focused on naming rights and the donations needed to acquire such rights. He stated that the Sunrise Rotary would continue to give back to the City without a donation agreement in place. Discussion was had on whether a donation agreement between the City and Sunrise Rotary was needed.

Council member Castro moved to approve a License Agreement for the Exclusive Use of City Property, independent of the expired donation agreement between the City of Alvin and the Alvin Sunrise Foundation for the Music Festival and Bar-B-Q Cookoff to be held at Briscoe Park from Friday, April 1, 2022, through Sunday April 3, 2022; and authorize the City Manager

to sign upon legal review. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Presentation and review of recommended changes to Chapter 16½, Parks and Recreation of the City of Alvin Code of Ordinances.

As part a comprehensive review of the City of Alvin Code of Ordinances, Parks and Recreation staff reviewed Chapter 16 ½ Parks and Recreation section of the Code of Ordinances. The recommended changes relate to the daily operation and procedure of the Parks and Recreation Department. This item is for review and discussion purposes only, no action will be taken. If City Council concurs with the proposed changes, an ordinance will be brought back for consideration at a later date. No action is recommended by staff.

Daniel Kelinske, Director of Parks and Recreation Department presented this item before Council with explanation. He highlighted the following proposed changes to Chapter 16 ½:

- Increase parks and recreation board to include from “7 to 9 members” to mirror current charter (chapter16 ½, sec 1) (2009)
- Allow parks director the authority to place the written park rules in parks (chapter16 ½, sec12) (2009)
- Change “concessions” to “concessions, sales, or other charging fees in parks” (chapter16 ½, sec 23) (2009)
- Grant Parks Director additional authority to deny permits to include non-compliance with any approval conditions (Chapter 16 ½, Sec 25) (2009)
- Remove automatic placement of denied permit application on Council Agenda – applicant still retains right to appeal to Council upon request (Chapter 16 ½, Sec 28) (2009)
- Allow Parks Director to establish rules and regulations regarding transfers and refunds and refunds of park permits, subject to approval of the City Manager (Chapter 16 ½, Sec 29) (2009)
- Add penalty provision to Article III, Use of Parks (*addition of Chapter 16 ½ -31*) or make penalty provision that applies to entire Chapter.

There was no action taken this item was for discussion only.

Consider a 60-month contract renewal with Axon Enterprise, Inc. for continued use of the Axon Body Camera system to include hardware/software, licensing, and cloud storage for \$53,187.78 per year; and authorize the City Manager to sign.

In 2013, Alvin Police Department became the first agency in the region to issue body cameras to all of patrol and to mandate their use. In December 2016, Council approved a 60-month contract with Axon Enterprise, Inc. for the use of the Axon Body Camera system which went into effect in February 2017. At that time, 44 cameras and 6-terabytes of cloud storage were put in place, at a first-year cost of \$45,970 and \$29,700 per year for the remainder of the contract.

Since that time, the Department has added 25 cameras and currently have a total of 69. This increase in cameras is due to personnel increases and expansion of the program to include all sworn officers and detention officers. As a result of this expanded usage, storage was added with each new camera for a cumulative addition of 3 terabytes for an overall total of 9 terabytes of cloud storage.

In December 2021, I requested staff to review usage in preparation for contract renewal and discovered that we are currently exceeding our storage and are currently using approximately 12 terabytes of storage. We are required by law to maintain non-evidentiary video for a period of no less than 90-days, after which it is purged. With our growth and program expansion we are adding more video daily than is being removed. Based on this

amount of usage we anticipate a continued rise in storage needs and have included 19 terabytes of storage with this contract to meet those needs. The increase from 9 to 19 terabytes of storage in this contract reflects a yearly increase of \$18,579 over the current storage costs. This contract, like the previous version, includes a hardware update at the beginning of the contract and every 2.5 years of the contract. There is no additional cost for the hardware update. As of this time Axon has not charged us for this overage at this point but their expectation is that we stay within the amount of storage specified in the contract renewal.

Council member Vela entered the meeting at 7:40 p.m.

Robert E. Lee, Chief of Police, presented this item before Council with explanation.

Council member Starkey moved to approve the 60-month contract with Axon Enterprise, Inc. for the continued use of the Axon Body Camera system to include hardware/software, licensing, and cloud storage for \$53,187.78 per year and authorize the City Manager to sign upon legal review. Seconded by Council member Garivey; motion carried by all members present voting Aye.

Discussion on the status of hiring of police officers and a mental health officer to fill vacant positions in the Alvin Police Department.

Robert E. Lee, Chief of Police gave a detailed presentation regarding the difficulty currently had in recruiting police officers.

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

There were no items presented.

REPORTS FROM CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting. Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the March 3, 2022, City Council Meeting

ITEMS OF COMMUNITY INTEREST

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

Council member Adame extended an open invitation to the Alvin Noon Lions Club Casino Event, scheduled for Friday February 25th, 6:30 p.m.

Council member Starkey thanked staff for addressing issues with City Council meeting broadcasts and Comcast.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:27 p.m.

PASSED and APPROVED the 3rd day of March 2022.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/3/2022

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a final plat of Kendall Lakes Section 11, being a planned unit development subdivision of 28.39 acres of land located in the H.T. and B.R.R. Company Survey, Section 40, A-482, City of Alvin, Brazoria County, Texas.

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

Summary: On February 1, 2022, the Engineering Department received the final plat of Kendall Lakes Section 11 for review. This section consists of one hundred and one (101) single-family residential lots, four (4) blocks, and five (5) reserves, and is located north of Kendall Lakes Section 10 in the City of Alvin. The Master Preliminary Plat of Kendall Lakes, which contains this section, was approved by City Council on August 21, 2014. This plat complies with all requirements of the City's Subdivision Ordinance.

The Planning Commission unanimously approved the plat at their meeting on February 15, 2022. 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:** 2/24/2022 SLH

Supporting documents attached:

- Final Plat of Kendall Lakes Section 11

Recommendation: Move to approve the final plat of Kendall Lakes Section 11, being a planned unit development subdivision of 28.39 acres of land located in the H.T. and B.R.R. Company Survey, Section 40, A-482, City of Alvin, Brazoria County, Texas.

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

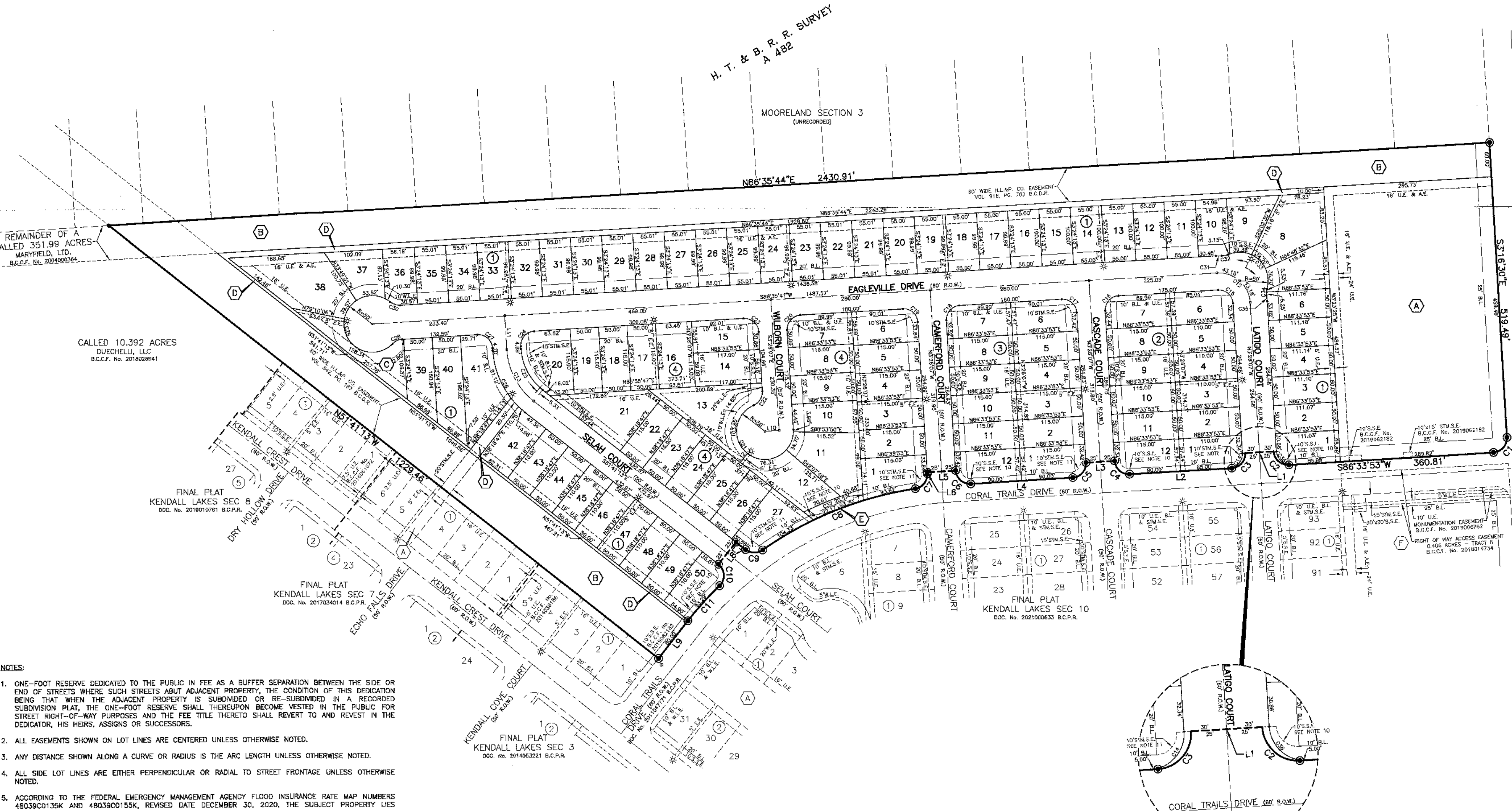
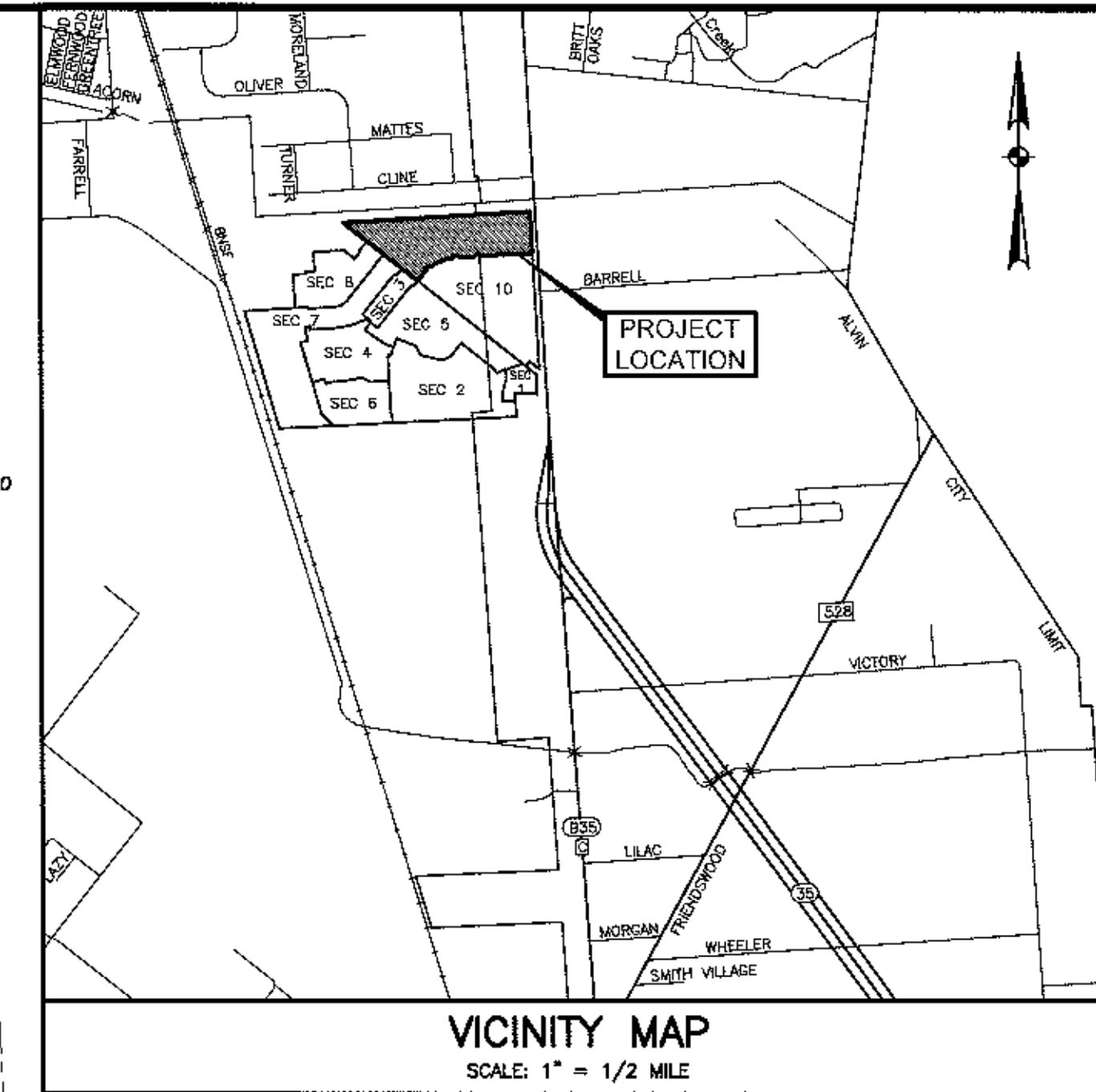
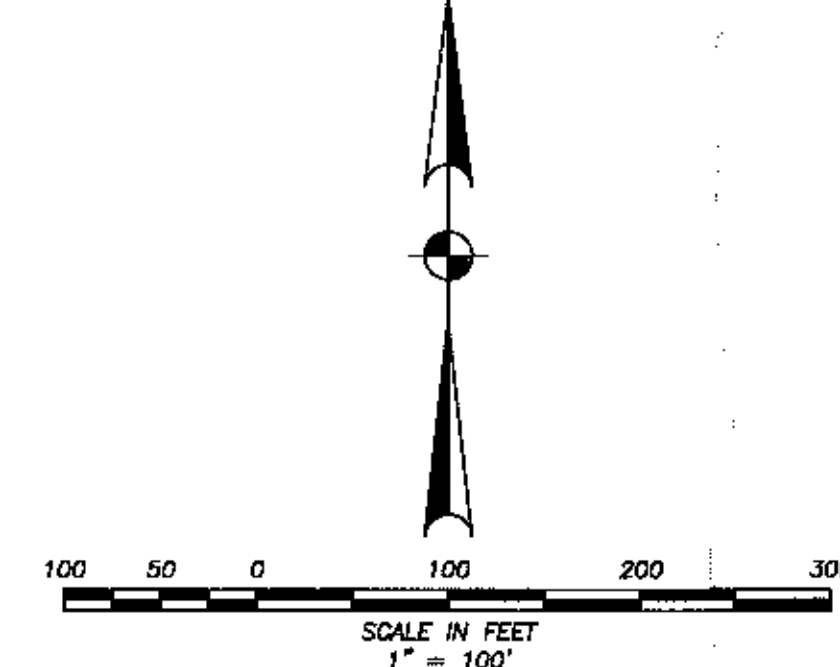
Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

CURVE	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	89°50'23"	39.20'	S41°36'42"W	35.31'
C2	25.00'	90°00'00"	39.27'	N48°26'07"W	35.36'
C3	25.00'	90°00'00"	39.27'	S41°33'53"W	35.35'
C4	25.00'	90°00'00"	39.27'	N48°26'07"W	35.36'
C5	25.00'	90°00'00"	39.27'	S41°33'53"W	35.36'
C6	25.00'	90°00'00"	39.27'	N48°26'07"W	35.36'
C7	25.00'	84°48'03"	37.00'	S36°57'55"W	33.72'
C8	630.00'	26°31'28"	291.65'	S68°06'12"W	289.05'
C9	25.00'	73°28'19"	32.06'	N88°25'22"W	28.91'
C10	25.00'	97°34'28"	42.57'	S2°53'58"E	37.61'
C11	630.00'	7°34'28"	83.29'	S42°08'01"W	83.23'
C12	55.00'	89°58'06"	86.36'	N48°25'10"W	77.78'
C13	125.00'	48°16'57"	105.34'	S27°32'45"E	102.25'
C14	25.00'	90°00'00"	39.27'	N41°33'53"E	35.36'
C15	25.00'	89°58'06"	39.26'	N48°25'10"W	35.35'
C16	25.00'	90°01'54"	39.28'	S41°34'50"W	35.37'
C17	25.00'	89°58'06"	39.26'	N48°25'10"W	35.35'
C18	25.00'	90°01'54"	39.28'	S41°34'50"W	35.37'
C19	25.00'	89°58'06"	39.26'	N48°25'10"W	35.35'

CURVE	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C20	25.00'	90°01'54"	39.28'	S41°34'50"W	35.37'
C21	50.00'	250°31'44"	218.63'	N58°10'15"W	81.65'
C22	25.00'	70°31'44"	30.77'	N31°49'45"E	28.87'
C23	25.00'	89°58'06"	39.26'	N48°25'10"W	35.35'
C24	25.00'	90°00'03"	39.27'	S41°35'46"W	35.36'
C25	100.00'	48°16'57"	84.27'	S27°32'45"E	81.80'
C26	150.00'	48°16'57"	126.40'	N27°32'45"W	122.70'
C27	25.00'	89°58'06"	39.27'	N48°24'14"W	35.36'
C28	25.00'	42°50'00"	18.69'	S65°10'47"W	18.26'
C29	50.00'	265°40'01"	231.84'	N3°24'13"W	73.33'
C30	25.00'	42°50'00"	18.69'	S71°59'13"E	18.26'
C31	85.00'	6°42'58"	9.96'	N89°57'17"E	9.96'
C32	25.00'	27°00'44"	11.79'	N79°48'24"E	11.68'
C33	50.00'	130°33'37"	113.94'	S48°25'10"E	90.84'
C34	25.00'	27°00'44"	11.79'	S3°21'17"W	11.68'
C35	85.00'	6°42'58"	9.96'	S6°47'36"E	9.96'
C36	25.00'	90°00'00"	39.27'	S48°26'07"E	35.36'
C37	650.00'	9°48'31"	111.27'	N68°22'36"E	111.14'

LINE	BEARING	LENGTH
L1	S88°33'53"W	50.00'
L2	S88°33'53"W	180.00'
L3	S88°33'53"W	50.00'
L4	S88°33'53"W	180.00'
L5	S88°33'53"W	50.00'
L6	S3°26'07"E	2.69'
L7	N51°41'13"W	21.35'
L8	S38°18'47"W	50.00'
L9	S38°18'47"W	83.66'
L10	S88°33'53"W	25.00'
L11	S3°24'18"E	59.70'
L12	S38°18'47"W	20.00'

LEGEND	
B.L.	= BUILDING LINE
B.C.C.F.	= BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	= BRAZORIA COUNTY DEED RECORDS
B.C.P.R.	= BRAZORIA COUNTY PLAT RECORDS
CO.	= COMPANY
E.E.	= EASEMENT
LTD.	= LIMITED
N.R.	= NON-RADIAL
No.	= NUMBER
PS.	= PAGE
P.O.B.	= POINT OF BEGINNING
R.	= RADIUS
R.O.W.	= RIGHT-OF-WAY
S.S.E.	= SANITARY SEWER EASEMENT
STM.S.E.	= STORM SEWER EASEMENT
U.E.	= UTILITY EASEMENT
VOL.	= VOLUME
W.L.E.	= WATER LINE EASEMENT
—	= STREET NAME CHANGE
①	= BLOCK NUMBER
★	= STREET LIGHT
•	= SET 5/8-INCH IRON ROD (UNLESS OTHERWISE NOTED)
⊙	= FOUND 5/8-INCH CAPPED IRON ROD (UNLESS OTHERWISE NOTED)



- NOTES:
- ONE-FOOT RESERVE DEDICATED TO THE PUBLIC IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT PROPERTY, THE CONDITION OF THIS DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED OR RE-SUBDIVIDED IN A RECORDED SUBDIVISION PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
 - ALL EASEMENTS SHOWN ON LOT LINES ARE CENTERED UNLESS OTHERWISE NOTED.
 - ANY DISTANCE SHOWN ALONG A CURVE OR RADIUS IS THE ARC LENGTH UNLESS OTHERWISE NOTED.
 - ALL SIDE LOT LINES ARE EITHER PERPENDICULAR OR RADIAL TO STREET FRONTAGE UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBERS 48039C0135K AND 48039C0155K, REVISED DATE DECEMBER 30, 2020, THE SUBJECT PROPERTY LIES WITHIN ZONE "AO", BASE FLOOD ELEVATION DEPTH OF 1 AND 2 FEET.
 - THE COORDINATES AND BEARINGS SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR 0.9998653181.
 - SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF BUILDING PERMIT FOR EACH TRACT.
 - NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
 - A.D.A. HANDICAP RAMPS AND SIDEWALKS ACROSS RESERVES SHALL BE INCLUDED IN THE PAVING CONTRACT AND ARE THE RESPONSIBILITY OF THE DEVELOPERS.
 - 10' SANITARY SEWER EASEMENT RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER 2019082181.
 - 10' STORM SEWER EASEMENT RECORDED UNDER BRAZORIA COUNTY CLERK'S FILE NUMBER 2019062181.

SYMBOL	DESCRIPTION	RESERVE USE	AREA
(A)	RESTRICTED RESERVE "A"	RESTRICTED TO COMMERCIAL USE	3.281 AC. - 142,909 S.F.
(B)	RESTRICTED RESERVE "B"	RESTRICTED TO UTILITY USE	5.312 AC. - 231,386 S.F.
(C)	RESTRICTED RESERVE "C"	RESTRICTED TO LANDSCAPE/OPEN SPACE USE	0.177 AC. - 7,713 S.F.
(D)	RESTRICTED RESERVE "D"	RESTRICTED TO DRAINAGE USE	0.816 AC. - 26,822 S.F.
(E)	RESTRICTED RESERVE "E"	RESTRICTED TO LANDSCAPE/OPEN SPACE USE	0.047 AC. - 2,050 S.F.
TOTAL			9.433 AC. - 410,680 S.F.

FINAL PLAT KENDALL LAKES SEC 11 A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF 28.39 ACRES OF LAND
LOCATED IN H.T.&B.R.R. COMPANY SURVEY,
SECTION 40, A-482
CITY OF ALVIN,
BRAZORIA COUNTY, TEXAS

101 LOTS 4 BLOCKS 5 RESERVES
DATE: JANUARY 24, 2022 SCALE: 1" = 100'

OWNER:
DUECHELLI, LLC,
A TEXAS LIMITED LIABILITY COMPANY, INC.
12300 MONTWOOD DRIVE
EL PASO, TEXAS 79928
(915) 855-1005

ENGINEER:
r.g.miller
engineers

18340 Park Ten Place - Suite 350
Houston, Texas 77064
(713) 461-9800

TEXAS FIRM REGISTRATION NO. F-487

JACK P. MILLER, P.E.

SURVEYOR:
MILLER
SURVEY GROUP

1760 WEST SAM HOUSTON PARKWAY NORTH, HOUSTON TEXAS 77043
PHONE 713-413-1900 FAX 713-413-1944

TEXAS FIRM REGISTRATION NO. 10047100

BRIAN E. WILSON, R.P.L.S.

STATE OF TEXAS

COUNTY OF BRAZORIA:

WE, DUECHELLI, LLC, A TEXAS LIMITED LIABILITY COMPANY INC. ACTING BY AND THROUGH CARLOS D. BOMBACH, EXECUTIVE MANAGER AND NAGESH BASNYAT, AUTHORIZED REPRESENTATIVE, OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS DESCRIBED THERETO AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT DEDICATED TO THE PUBLIC FOR EVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. THE OWNERS DO HEREBY WAIVE ALL CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHMENT OF GRADES AS APPROVED FOR THE STREETS AND DRAINAGE EASEMENTS DEDICATED OR OCCASIONED BY THE ALTERATION OF THE SURFACE OR ANY PORTION OF THE STREETS OR DRAINAGE EASEMENTS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS, TO WARRANT AND DEFEND THE TITLE TO THE LAND SO DEDICATED.

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

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

IN TESTIMONY WHEREOF, DUECHELLI, LLC, A TEXAS LIMITED LIABILITY COMPANY INC., HAS CAUSED THESE PRESENTS TO BE SIGNED BY CARLOS D. BOMBACH AND NAGESH BASNYAT, THEREUNTO AUTHORIZED, THIS _____ DAY OF _____, 2022.

BY: CARLOS D. BOMBACH
EXECUTIVE MANAGER

ATTEST: NAGESH BASNYAT
AUTHORIZED REPRESENTATIVE

STATE OF TEXAS

COUNTY OF BRAZORIA

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARLOS D. BOMBACH AND NAGESH BASNYAT OF DUECHELLI, LLC, A TEXAS LIMITED LIABILITY COMPANY INC. KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINT NAME

MY COMMISSION EXPIRES: _____

I, _____ OF TRUSTMARK NATIONAL BANK, OWNER AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS FINAL PLAT KENDALL LAKES SEC 11, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. 2021008147 OF THE O.P.R.O.R.P. OF BRAZORIA COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID SUBDIVISION PLAT AND I HEREBY CONFIRM THAT WE ARE THE PRESENT OWNER OF SAID LIENS AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

TRUSTMARK NATIONAL BANK

BY: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINT NAME

MY COMMISSION EXPIRES: _____

I, CAROLYN J. QUINN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT; WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON RODS, SAID RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED TO THE NEAREST SURVEY CORNER AND TO THE TEXAS SOUTH CENTRAL ZONE No. 4204 STATE PLANE COORDINATES (NAD83).

Carolyn J. Quinn 01/24/2022

CAROLYN J. QUINN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6033



CITY OF ALVIN SUBDIVISION APPROVED

MAYOR PAUL HORN

APPROVED FOR THE CITY OF ALVIN, TEXAS THIS _____ DAY OF _____, 2022.

DIXIE ROBERTS
CITY SECRETARY

MICHELLE SEGOWIA
CITY ENGINEER

BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 NOTES:

- DRAINAGE EASEMENTS MAY BE USED BY ANY GOVERNMENT BODY FOR THE PURPOSES OF DRAINAGE WORK, PROVIDED BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 (B.C.C.R.D. #3) IS PROPERLY NOTIFIED.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF DRAINAGE FACILITIES. LANDSCAPING SHALL BE PERMITTED WITHIN THE DETENTION PONDS LOCATED WITHIN THIS SUBDIVISION.
- MAINTENANCE OF DETENTION FACILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. B.C.C.R.D. #3 SHALL PROVIDE MAINTENANCE OF REGIONAL FACILITIES OWNED AND CONSTRUCTED BY B.C.C.R.D. #3 OR SUB-REGIONAL FACILITIES CONSTRUCTED BY DEVELOPER(S) FOR WHICH OWNERSHIP HAS BEEN TRANSFERRED TO B.C.C.R.D. #3 WITH THEIR APPROVAL. B.C.C.R.D. #3 SHALL BE RESPONSIBLE ONLY FOR THE MAINTENANCE OF FACILITIES OWNED BY THEM, UNLESS B.C.C.R.D. #3 SPECIFICALLY CONTACTS OR AGREES TO MAINTAIN OTHER FACILITIES.
- THE SIDES OF DRAINAGE CHANNELS AND DETENTION FACILITIES SHALL BE HYDOMULCH SEEDED.
- OUTFALL STRUCTURES AND CULVERTS SHALL COMPLY WITH SECTION LLL 5, 2 OF THE BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 REGULATIONS. BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT No. 3 HAS ADOPTED THE BRAZORIA COUNTY DRAINAGE DISTRICT CRITERIA MANUAL AS ITS GUIDE. EROSION PROTECTION FOR OUTFALL STRUCTURES MUST BE REINFORCED CONCRETE. CONCRETE RUBBLE IS NOT ALLOWED.
- B.C.C.R.D. #3 APPROVAL OF THE FINAL DRAINAGE PLANS AND FINAL PLAT (IF REQUIRED) DOES NOT AFFECT THE PROPERTY RIGHTS OF THIRD PARTIES. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY AND ALL EASEMENTS, FEE STRIPS AND/OR ANY OTHER RIGHT-OF-WAY ACROSS THIRD PARTY DRAINAGE FACILITIES AS CONTEMPLATED BY THE FINAL DRAINAGE PLANS AND THE FINAL PLAT.
- B.C.C.R.D. #3 PERSONNEL SHALL HAVE THE RIGHT TO ENTER UPON THE PROPERTY FOR INSPECTION AT ANY TIME DURING CONSTRUCTION OR AS MAY BE WARRANTED TO ENSURE THE DETENTION FACILITIES ARE OPERATING PROPERLY.
- DETENTION IS REQUIRED BY B.C.C.R.D. #3 IN ORDER TO OFFSET ADDITIONAL STORM RUNOFF DUE TO THE INCREASED IMPERVIOUS COVER FROM THE DEVELOPMENT.

THIS IS TO CERTIFY THAT BRAZORIA COUNTY CONSERVATION AND RECLAMATION DISTRICT NO. 3 HAS APPROVED THE PLAT OF FINAL PLAT KENDALL LAKES SEC 10 AS SHOWN HEREON ON THE _____ DAY OF _____, 2021.

RICKY KUBECKA
COMMISSIONER

JODY SCHIBI
COMMISSIONER

ALFRED FROBERG, JR.
COMMISSIONER

DONG NGUYEN, P.E., C.F.M.
DISTRICT ENGINEER

LOT AREA TABLE				
LOT	BLOCK	SQ. FT.	ACRE	
1	1	6,096.35	0.139	
2	1	5,552.30	0.127	
3	1	5,554.27	0.128	
4	1	5,556.23	0.128	
5	1	5,558.19	0.128	
6	1	5,560.38	0.128	
7	1	6,941.74	0.159	
8	1	11,392.50	0.262	
9	1	6,550.51	0.150	
10	1	5,500.00	0.126	
11	1	5,500.00	0.126	
12	1	5,500.00	0.126	
13	1	5,500.00	0.126	
14	1	5,500.00	0.126	
15	1	5,500.00	0.126	
16	1	5,500.00	0.126	
17	1	5,500.00	0.126	
18	1	5,500.00	0.126	
19	1	5,500.00	0.126	
20	1	5,500.00	0.126	
21	1	5,500.00	0.126	
22	1	5,500.00	0.126	
23	1	5,500.00	0.126	
24	1	5,500.00	0.126	
25	1	5,500.00	0.126	
26	1	5,500.00	0.126	
27	1	5,500.00	0.126	
28	1	5,500.00	0.126	
29	1	5,500.00	0.126	
30	1	5,500.00	0.126	
31	1	5,500.00	0.126	
32	1	5,500.00	0.126	
33	1	5,500.00	0.126	
34	1	5,500.00	0.126	
35	1	5,500.00	0.126	
36	1	5,550.01	0.126	
37	1	6,417.07	0.147	
38	1	14,672.60	0.337	
39	1	6,432.84	0.148	
40	1	8,661.56	0.199	
41	1	10,608.60	0.244	
42	1	6,858.21	0.157	
43	1	5,500.00	0.126	
44	1	5,500.00	0.126	
45	1	5,500.00	0.126	
46	1	5,500.00	0.126	
47	1	5,500.00	0.126	
48	1	5,500.00	0.126	
49	1	5,500.00	0.126	
50	1	6,218.20	0.143	
1	2	8,173.12	0.142	

LOT AREA TABLE				
LOT	BLOCK	SQ. FT.	ACRE	
2	2	5,500.00	0.126	
3	2	5,500.00	0.126	
4	2	5,500.00	0.126	
5	2	5,500.00	0.126	
6	2	6,175.42	0.142	
7	2	6,468.00	0.149	
8	2	5,750.00	0.132	
9	2	5,750.00	0.132	
10	2	5,750.00	0.132	
11	2	5,750.00	0.132	
12	2	6,458.82	0.148	
1	3	6,468.70	0.149	
2	3	5,750.00	0.132	
3	3	5,750.00	0.132	
4	3	5,750.00	0.132	
5	3	5,750.00	0.132	
6	3	6,470.94	0.149	
7	3	6,477.88	0.149	
8	3	5,750.00	0.132	
9	3	5,750.00	0.132	
10	3	5,750.00	0.132	
11	3	5,750.00	0.132	
12	3	6,468.70	0.149	
1	4	7,223.66	0.166	
2	4	5,750.00	0.132	
3	4	5,750.00	0.132	
4	4	5,750.00	0.132	
5	4	5,750.00	0.132	
6	4	5,766.11	0.132	
7	4	6,287.29	0.144	
8	4	5,750.00	0.132	
9	4	5,750.00	0.132	
10	4	6,084.30	0.140	
11	4	10,370.20	0.238	
12	4	8,807.90	0.198	
13	4	12,721.30	0.292	
14	4	6,917.47	0.159	
15	4	6,403.58	0.147	
16	4	7,298.88	0.168	
17	4	5,750.00	0.132	
18	4	5,750.00	0.132	
19	4	5,750.00	0.132	
20	4	8,868.99	0.204	
21	4	10,688.40	0.245	
22	4	5,750.00	0.132	
23	4	5,750.00	0.132	
24	4	5,750.00	0.132	
25	4	5,750.00	0.132	
26	4	5,750.00	0.132	
27	4	7,877.46	0.181	

FIELD NOTES FOR A 28.39 ACRE TRACT

BEING A TRACT OF LAND CONTAINING 28.39 ACRE (1,236,705 SQUARE FEET), LOCATED IN THE H. T. & B.R.R. CO. SURVEY, SECTION 40, ABSTRACT NUMBER NO. 482, IN BRAZORIA COUNTY, TEXAS; SAID 28.39 ACRE TRACT BEING A PORTION OF A CALLED 38.804 ACRE TRACT RECORDED IN THE NAME OF DUECHELLI, LLC IN BRAZORIA COUNTY CLERK'S FILE (B.C.C.F.) NO. 2018025941, AND A PORTION OF THE REMAINDER OF A CALLED 351.99 ACRE TRACT RECORDED IN THE NAME OF MARYFIELD, LTD., IN B.C.C.F. NO. 2004000364; SAID 28.39 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) SOUTH CENTRAL ZONE, PER G.P.S. OBSERVATIONS):

BEGINNING AT A 5/8-INCH IRON ROD WITH MILLER SURVEY GROUP (M.S.G.) CAP FOUND ON THE NORTHWEST END OF THE TERMINUS OF CORAL TRAILS DRIVE (100-FOOT WIDE PER DOCUMENT (DOC.) NUMBER (NO.) 2011047771, BRAZORIA COUNTY PLAT RECORDS (B.C.P.R.)) AT THE EAST CORNER OF KENDALL LAKES SEC 3, A SUBDIVISION OF RECORD IN DOC. NO. 2014053221, B.C.P.R., AND BEING ON THE SOUTHWEST LINE OF AN 80-FOOT WIDE H. L. & P. COMPANY EASEMENT RECORDED IN VOLUME 842, PAGE 167, BRAZORIA COUNTY DEED RECORDS (B.C.D.R.), FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTHWEST LINE OF SAID 80-FOOT WIDE H. L. & P. COMPANY EASEMENT, BEING THE NORTHEAST LINES OF SAID KENDALL LAKES SEC 3, KENDALL LAKES SEC 7, A SUBDIVISION OF RECORD IN DOC. NO. 2017034014, B.C.P.R., KENDALL LAKES SEC 8, A SUBDIVISION OF RECORD IN DOC. NO. 2019010781, B.C.P.R., AND A CALLED 10.392 ACRE TRACT RECORDED IN THE NAME OF DUECHELLI, LLC, IN B.C.C.F. NO. 2018025941, NORTH 51 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 1,228.46 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET ON THE SOUTH LINE OF MOORELAND SECTION 3, AN UNRECORDED SUBDIVISION, THE NORTH LINE OF A CALLED 60-FOOT WIDE H. L. & P. COMPANY EASEMENT, RECORDED IN VOLUME 916, PAGE 762, B.C.D.R., A NORTHERLY LINE OF SAID 351.99 ACRE TRACT, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE SOUTH LINE OF SAID MOORELAND SECTION 3 BEING THE NORTH LINE OF SAID 351.99 ACRE TRACT, AND SAID 60-FOOT WIDE H. L. & P. EASEMENT, NORTH 86 DEGREES 35 MINUTES 44 SECONDS EAST, A DISTANCE OF 2,430.91 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET ON THE WEST R.O.W. LINE OF STATE HIGHWAY 35 (100-FOOT WIDE), AT THE SOUTHEAST CORNER OF SAID MOORELAND SECTION 3, FOR THE NORTHEAST CORNER OF SAID 351.99 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE, WITH THE EAST LINE OF SAID 351.99 ACRE TRACT AND WITH THE WEST RIGHT-OF-WAY (R.O.W.) LINE OF SAID STATE HIGHWAY 35, SOUTH 03 DEGREES 16 MINUTES 30 SECONDS EAST, A DISTANCE OF 519.49 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR THE NORTHERLY SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 351.99 ACRE TRACT, 39.20 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 50 MINUTES 23 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 35.31 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT A POINT OF TANGENCY;

THENCE, THROUGH AND ACROSS SAID 351.99 AND 38.804 ACRE TRACTS, SOUTH 86 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 360.81 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE, CONTINUING THROUGH AND ACROSS SAID 38.804 ACRE TRACT, THE FOLLOWING EIGHTEEN (18) COURSES:

- 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 48 DEGREES 26 MINUTES 07 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
- SOUTH 86 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAPS SET FOR AN ANGLE POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
- 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT A POINT OF TANGENCY;
- SOUTH 86 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 180.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT THE BEGINNING OF A CURVE TO THE RIGHT;
- 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS NORTH 48 DEGREES 26 MINUTES 07 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT;
- SOUTH 86 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AN ANGLE POINT AT THE BEGINNING OF A NON-TANGENT CURVE TO HE RIGHT;
- 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 35.36 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET AT A POINT OF TANGENCY;
- SOUTH 86 DEGREES 33 MINUTES 53 SECONDS WEST, A DISTANCE OF 180.00 FEET TO A 5/8-INCH IRON ROD WITH M.S.G. CAP SET FOR AT THE BEGINNING OF A CURVE TO THE RIGHT;
- 39.27 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25



AGENDA COMMENTARY

Meeting Date: 3/3/2022

Department: Parks and Recreation

Contact: Dan Kelinske, Director

Agenda Item: Acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects.

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

Summary: The City Charter requires the Parks and Recreation Board to make recommendations to the City Council for improvement and betterment of public parks and recreational facilities by March 1st of each year. At the regular park board meeting on February 1, 2022, the board recommended and unanimously approved a five-year forecasted list of park improvements. The park improvement projects will remain part of the City's comprehensive Capital Improvement Project list, reviewed by the Planning Commission and presented again to City Council.

The five-year park improvement projects list is a planning document. City staff recognizes that funding may not be available to fund all projects listed.

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:** 2/24/2022 SLH

Supporting documents attached:

- Recommended park improvement projects list

Recommendation: Move to acknowledge receipt of the Parks and Recreation Department's five-year list of recommended park improvement projects.

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
2023 - 2027 CAPITAL IMPROVEMENT PROGRAM
PARKS

SOURCE OF FUNDS	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	Total	2023 - 2027 Allocation
General Project Fund Revenue			\$2,096,000	\$1,573,120	\$1,386,200	\$1,926,400	\$4,155,800	\$11,137,520	\$11,137,520
Certificates of Obligation (CO)									
Proposed CO Bonds				\$2,906,000				\$2,906,000	\$2,906,000
Proposed Rev Bonds									
Issued W/S Revenue Bonds									
W/S Project Fund Revenue									
Impact Fees									
Sales Taxes									
Other Funding Sources			\$16,500	\$100,000				\$116,500	\$116,500
TOTAL SOURCES	\$0	\$0	\$2,112,500	\$4,579,120	\$1,386,200	\$1,926,400	\$4,155,800	\$14,160,020	\$14,160,020

Project No.	Project Name	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	Total	2023 - 2027 Allocation
PA1901	Pearson Park Capital Improvement Rec.			\$467,500	\$200,800	\$148,500	\$220,000	\$176,000	\$1,212,800	\$1,212,800
PA1902	Tom Blakeney Trail Park Capital Imp. Rec.				\$2,906,000				\$2,906,000	\$2,906,000
PA2001	Briscoe Park Capital Improvement Rec.			\$258,500	\$394,520	\$165,000	\$115,500	\$550,000	\$1,483,520	\$1,483,520
PA2002	Nat. Oak Park & Bob Owen Pool Capital Imp.			\$357,500		\$55,000			\$412,500	\$412,500
PA2003	Newman Park Capital Improvement Rec.			\$93,500	\$126,500	\$313,200	\$82,500	\$346,500	\$962,200	\$962,200
PA2101	Prairie Dog Park Capital Improvement Rec.			\$197,200	\$232,000		\$338,600		\$767,800	\$767,800
PA2102	Ruben Adame Park Capital Imp. Rec.				\$139,500		\$128,200	\$198,000	\$465,700	\$465,700
PA2103	Talmdage Park Capital Improvement Rec.			\$63,800		\$236,500			\$300,300	\$300,300
PA2201	Hugh Adams Park Capital Improvement Rec.			\$35,000	\$110,000				\$145,000	\$145,000
PA2202	Lions Park Capital Improvement Rec.			\$495,000	\$183,800		\$676,500	\$92,800	\$1,448,100	\$1,448,100
PA2203	Morgan Park Capital Improvement Rec.				\$66,000	\$330,000	\$17,100		\$413,100	\$413,100
PA2204	Lift Station #29			\$5,500	\$55,000				\$60,500	\$60,500
PA2205	3404 Hummingbird			\$5,500	\$55,000				\$60,500	\$60,500
PA2206	1409 Talmdage Drive			\$5,500	\$55,000				\$60,500	\$60,500
PA2301	Sealy Park Capital Improvement Rec.			\$66,000	\$55,000		\$88,000	\$192,500	\$401,500	\$401,500
PA2302	Marina Park Capital Improvement Rec.						\$260,000	\$2,600,000	\$2,860,000	\$2,860,000
PA2303	Bob Owen Municipal Pool Improvement Rec.			\$62,000		\$138,000			\$200,000	\$200,000
TOTAL USES		\$0	\$0	\$2,112,500	\$4,579,120	\$1,386,200	\$1,926,400	\$4,155,800	\$14,160,020	\$14,160,020

USES	PRIOR YEARS	PROJECTED 2021	2023	2024	2025	2026	2027	Total	2023 - 2027 Allocation
Prelim. Engineering Report								\$0	\$0
Land/Right of Way								\$0	\$0
Design/Surveying			\$197,300	\$289,800	\$117,000	\$408,300	\$141,000	\$1,153,400	\$1,153,400
Construction			\$1,915,200	\$4,289,320	\$1,269,200	\$1,518,100	\$4,014,800	\$13,006,620	\$13,006,620
Equipment and Furniture								\$0	\$0
Contingency								\$0	\$0
TOTAL USES	\$0	\$0	\$2,112,500	\$4,579,120	\$1,386,200	\$1,926,400	\$4,155,800	\$14,160,020	\$14,160,020

Pearson Park Capital Improvement Recommendations

PROJECT NAME - Pearson Park Capital Improvement Recommendations					PROJECT # PA1901					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2023, replace one wooden picnic pavilion, restoration of West End Concession, mill, overlay and stripe 2 asphalt parking lots, slurry seal and stripe Ryan drive parking. In fiscal year 2024, installation of sixteen bleacher shade coverings & playground cover is recommended. In fiscal year 2025, construct a wooden picnic deck near basketball court, install irrigation on nine athletic playing fields. In fiscal year 2026 replace 6 scoreboards, add 2 new scoreboards. In fiscal year 2027, install basketball court lighting										
PROJECT ORIGIN AND JUSTIFICATION										
FY2023 - The wooden pavilion is showing rot and must be replaced. The west end concession needs exterior painting and trim along with interior work to include plumbing, painting, etc. The asphalt parking lots are in need of overlay due to cracking and sinking of some areas. FY2024 - Bleacher shade would provide relief from the sun to playground users and spectators during softball games. FY2025 - A wooden deck constructed under existing oak trees near the basketball court would offer a shaded area for park users to rest, picnic as well as cover exposed tree roots and dirt, creating a tranquil and usable space. Irrigation would allow for improved athletic turf management when applying granulated fertilizer, seed or ant treatment. FY2026 - 6 of 8 softball fields have existing scoreboards in need of repair or replacement, remaining 2 fields have no scoreboard. FY2027 - expand opportunity for park use in evening, report of vehicle headlights being used.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance						\$2,000				
Utilities						\$2,000				
Total Operating Costs	\$0	\$0	\$0	\$0	\$4,000					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$102,000			\$42,500	\$10,000	\$13,500	\$20,000	\$16,000	\$102,000
Construction		\$1,110,800			\$425,000	\$190,800	\$135,000	\$200,000	\$160,000	\$1,110,800
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$1,212,800	\$0	\$0	\$467,500	\$200,800	\$148,500	\$220,000	\$176,000	\$1,212,800
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$1,212,800			\$467,500	\$200,800	\$148,500	\$220,000	\$176,000	\$1,212,800
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$1,212,800	\$0	\$0	\$467,500	\$200,800	\$148,500	\$220,000	\$176,000	\$1,212,800
Explain & Identify Type of Other Sources:					Project Manager: Parks and Recreation Director					

Tom Blakeney Jr. Trail Park Capital Improvement Recommendations

PROJECT NAME - Tom Blakeney Jr. Trail Park Capital Improvement Recommendations					PROJECT # PA1902					
PROJECT DESCRIPTION					PROJECT IMAGE					
FY2024 is recommended to bid and construct due to timeline of east side interceptor replacement which directly conflicts with trail alignment.										
PROJECT ORIGIN AND JUSTIFICATION										
Phase III of the hike and bike trail is planned to extend from South Street to Alvin Community College. This route was designed by a steering committee, approved by the Parks and Recreation Board and ultimately adopted by City Council as part of the 2035 Comprehensive Plan (Goal 4.3, Obj. 4.3.1, pg. 4-21) Phase III is emphasized in the 2017 Parks and Recreation Master Plan (Goal 2.0, obj. 2.1, Strategy 2.1.1, pg. 3.22). FY2019 - \$100,000 was budgeted to provide preliminary design & opinioin of probable construction costs. Due to uncertainty of Grand Parkway,staff was directed to focus on design of trail section from Nelson Road to ACC. FY2022 - \$50,000 was budgeted to finalize planset for bidding (Nelson Road @ Fairway Drive to Alvin Community College) & provide bidding assistance, construction management assistance is recommended during the project.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance		\$10,000								
Utilities										
Total Operating Costs	\$0	\$10,000	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$150,000				\$150,000				\$150,000
Construction		\$2,756,000				\$2,756,000				\$2,756,000
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$2,906,000	\$0	\$0	\$0	\$2,906,000	\$0	\$0	\$0	\$2,906,000
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund		\$0								
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$2,906,000				\$2,906,000				\$2,906,000
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$2,906,000	\$0	\$0	\$0	\$2,906,000	\$0	\$0	\$0	\$2,906,000
Explain & Identify Type of Other Sources:					Project Manager: Parks and Recreation Director					

Briscoe Park Capital Improvement Recommendations

PROJECT NAME Briscoe Park Capital Improvement Recommendations					PROJECT # PA2001					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2023, repair asphalt subbase by saw cutting affected areas, slurry seal cape & re-stripe. Install approximately 210 linear feet of gutter along edges of large pavilion, install approximately 750 linear feet of sidewalk along NW side of parking lot and connect press box. In fiscal year 2024, install curb and gutter, design & construct fishing pier @ the retention pond & install new splash pad. In fiscal year 2025 install five new shade covers. In fiscal year 2026, installation of solar lighting for the dog park. In fiscal year 2027, installation of two concrete parking lots (Northeast & Southwest), upgrade to larger wastewater station.										
PROJECT ORIGIN AND JUSTIFICATION										
FY2023 - The asphalt parking lot has ruts and low spots which continue to hold water after rain events, indicating failure of the sub-base material. Gutters will help prevent water pooling along side the pavilion creating a muddy mess and being wind driven onto the basketball court. FY2024 – curb & gutter at entrance of asphalt parking lot would create a barrier keeping traffic on roadway. Fishing pier would promote fresh-water fishing as the pond is registered with the Texas Parks & Wildlife. Installation of a splash pad was the most desired amenity (Parks Master Plan, pg 3.15) Department. FY 2025 – provide three covers for bleachers & two for the dog park. FY 2026 – provide nighttime use of the dog park. FY2027 – relieve congestion during sporting events, provide separate more accessible parking at the disc golf course.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance		\$10,000								
Utilities										
Total Operating Costs	\$0	\$10,000	\$0	\$0	\$0					
PT/FT Staff Total										
PROJECT COSTS ALLOCATION					FY PROJECTED ALLOCATIONS					
	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$134,000			\$23,500	\$35,000	\$15,000	\$10,500	\$50,000	\$134,000
Construction		\$1,349,520			\$235,000	\$359,520	\$150,000	\$105,000	\$500,000	\$1,349,520
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$1,483,520	\$0	\$0	\$258,500	\$394,520	\$165,000	\$115,500	\$550,000	\$1,483,520
FUNDING SOURCES					FY PROJECTED FUNDING SOURCES					
	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$1,383,520			\$258,500	\$294,520	\$165,000	\$115,500	\$550,000	\$1,383,520
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$100,000				\$100,000				\$100,000
TOTAL SOURCES	\$0	\$1,483,520	\$0	\$0	\$258,500	\$394,520	\$165,000	\$115,500	\$550,000	\$1,483,520
Explain & Identify Type of Other Sources: Park Dedication Funds					Project Manager: Parks and Recreation Director					

National Oak Park Capital Improvement Recommendations

PROJECT NAME - National Oak Park Capital Improvement Recommendations						PROJECT # PA2002				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2023 remove existing playground, install new playground near swing set, construction of a congregation/picnic area near skatepark is recommended, install approx. 200 linear feet of gutters on Rotary Pavilion. In fiscal year 2025, installation of parking lot lights for the Sidnor Street parking lot (near bridge) is recommended. *recommended site for KaBOOM! Grant										
PROJECT ORIGIN AND JUSTIFICATION										
FY 2023 - Currently, the playground is located in close proximity to the skatepark. With the greater volume of skatepark participants, a larger area is needed so skate park users can rest and socialize. Removing the playground and installing a new playground closer to the existing swing set will consolidate playspaces into a single area which will allow for improved park usage, gutters on pavilion will control water run off. FY 2025 - The parking lot lights would improve visibility of the parking lot and provide added security lighting because the lot is located at the dead-end of Sidnor and is regularly used by community members to quickly access the Nature Observation Area or pedestrian bridge on the hike and bike trail.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance	\$3,000		\$3,000							
Utilities	\$1,000		\$1,000							
Total Operating Costs	\$4,000	\$0	\$4,000	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$37,500			\$32,500		\$5,000			\$37,500
Construction		\$375,000			\$325,000		\$50,000			\$375,000
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$412,500	\$0	\$0	\$357,500	\$0	\$55,000	\$0	\$0	\$412,500
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$412,500			\$357,500		\$55,000			\$412,500
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$412,500	\$0	\$0	\$357,500	\$0	\$55,000	\$0	\$0	\$412,500
¹ Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Newman Park Capital Improvement Recommendations

PROJECT NAME - Newman Park Capital Improvement Recommendations						PROJECT # PA2003				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2023, replacement of two existing wooden pavilions. 2024 - extending the existing concrete walking path is recommended. In fiscal year 2025, add lighting to basketball court and pathway. In fiscal year 2026, shade cover over basketball court is recommended. In fiscal year 2027, recommend to construct permanent restrooms, expand existing parking lot.										
PROJECT ORIGIN AND JUSTIFICATION										
The existing wooden pavilions are over twenty years old, showing deterioration and need to be replaced using park standards (pg. E.12). Basketball court is highly used, spectators and players need relief and protection from sun. Extending the concrete walking path has been requested by residents. Walking/Biking trails were also identified as a need in the Parks and Recreation Master Plan. Installation of lighting would provide an opportunity for community members to utilize the park in the evenings. Additional parking and onsite restrooms are needed.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance					\$10,000					
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$10,000					
PT/FT Staff Total										
						FY PROJECTED ALLOCATIONS				
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$86,000			\$8,500	\$11,500	\$27,000	\$7,500	\$31,500	\$86,000
Construction		\$876,200			\$85,000	\$115,000	\$286,200	\$75,000	\$315,000	\$876,200
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$962,200	\$0	\$0	\$93,500	\$126,500	\$313,200	\$82,500	\$346,500	\$962,200
						FY PROJECTED FUNDING SOURCES				
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$962,200			\$93,500	\$126,500	\$313,200	\$82,500	\$346,500	\$962,200
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$962,200	\$0	\$0	\$93,500	\$126,500	\$313,200	\$82,500	\$346,500	\$962,200
*Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Prairie Dog Park Capital Improvement Recommendations

PROJECT NAME - Prairie Dog Park Capital Improvement Recommendations						PROJECT # PA2101				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2023, expansion of Prairie Dog Park is recommended through acquisition of the EMS lot coupled with re-design of the park footprint. In fiscal year 2024, recommend installation of an outdoor exercise area and concrete pathway to join all park amenities. In fiscal year 2026, construction of a splash pad and park lighting is recommended.										
PROJECT ORIGIN AND JUSTIFICATION										
With the relocation of the EMS department, removal of the wooden privacy fence along with the building itself would allow for expansion and significant visibility of the the park from the surrounding area. Parking and progressive park amenities such as an outdoor exercise area and splash pad can create unique attractions within this park (Parks Master Plan Strategy 3.2.2, pg. 3.29 & Survey Table pg. 3.15). Park lighting will be necessary to allow park users to utilize the park in the evening especially during the winter months (Parks Master Plan Objective 2.3, page 3.26).										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance				15,750.00						
Utilities				2,000.00						
Total Operating Costs	\$0	\$0	\$0	\$17,750	\$0					
PT/FT Staff Total										
						FY PROJECTED ALLOCATIONS				
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$67,700			\$17,000	\$20,000		\$30,700		\$67,700
Construction		\$700,100			\$180,200	\$212,000		\$307,900		\$700,100
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$767,800	\$0	\$0	\$197,200	\$232,000	\$0	\$338,600	\$0	\$767,800
						FY PROJECTED FUNDING SOURCES				
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$767,800			\$197,200	\$232,000		\$338,600		\$767,800
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$767,800	\$0	\$0	\$197,200	\$232,000	\$0	\$338,600	\$0	\$767,800
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Ruben Adame Park Capital Improvement Recommendations

PROJECT NAME - Ruben Adame Park Capital Improvement Recommendations						PROJECT # PA2102				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2024, install lightng for the basketball court, playground and backstop area, purchase and install new swing set with parent child swing(s) or other unique feature. In fiscal year 2026, install shade canopy over the basketball court. In fiscal year 2027, construct permanent restrooms.										
PROJECT ORIGIN AND JUSTIFICATION										
Illumination of the basketball court, playground and backstop area is recommended to allow use of these amenities in the evening hours, especially during the winter months (Parks Master Plan Obj. 2.3, page 3.26) A shade canopy over the basketball court would provide users protection from the sun, cooler playing conditions and attract more users (Parks Master Plan Strategy 3.2.2, page 3.29).										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance		5,000.00			5,000.00					
Utilities		3,500.00			3,500.00					
Total Operating Costs	\$0	\$8,500	\$0	\$0	\$8,500					
PT/FT Staff Total										
PROJECT COSTS ALLOCATION						FY PROJECTED ALLOCATIONS				
TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL	
Prelim. Engineering Report	\$0									
Land/Right of Way	\$0									
Design/Surveying	\$41,100				\$11,500		\$11,600	\$18,000	\$41,100	
Construction	\$424,600				\$128,000		\$116,600	\$180,000	\$424,600	
Equipment and Furniture	\$0									
Contingency	\$0									
TOTAL COSTS	\$0	\$465,700	\$0	\$0	\$0	\$139,500	\$0	\$128,200	\$198,000	
FUNDING SOURCES						FY PROJECTED FUNDING SOURCES				
TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL	
General Project Fund Revenue	\$465,700				\$139,500		\$128,200	\$198,000	\$465,700	
Certificates of Obligation (CO)	\$0									
General Obligation Bonds (GO)	\$0									
Proposed CO Bonds	\$0									
New/Proposed GO Bonds	\$0									
Issued W/S Revenue Bonds	\$0									
W/S Project Fund Revenue	\$0									
Impact Fees	\$0									
Sales Taxes	\$0									
Other Funding Sources ¹ -	\$0									
TOTAL SOURCES	\$0	\$465,700	\$0	\$0	\$0	\$139,500	\$0	\$128,200	\$198,000	
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Talmadge Park Capital Improvement Recommendations

PROJECT NAME - Talmadge Park Capital Improvement Recommendations						PROJECT # PA2103				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2023, construction of a concrete pathway connecting park amenities and parking lot is recommended. In fiscal year 2025 construction of a full court concrete basketball court, lighting and electrical outlets at the pavilion and installation of a unique play structure is recommended.										
PROJECT ORIGIN AND JUSTIFICATION										
Construction of a full court concrete basketball court and addition of a unique playscape combined along with installation of lights and electrical outlets on the existing pavilion would provide an attractive feature for park users. Construction of a concrete pathway connecting the parking lot and all amenities would assist with accessibility within the park.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance			5,000.00							
Utilities			3,500.00							
Total Operating Costs	\$0	\$0	\$8,500	\$0	\$0					
PT/FT Staff Total										
						FY PROJECTED ALLOCATIONS				
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$27,300			\$5,800		\$21,500			\$27,300
Construction		\$273,000			\$58,000		\$215,000			\$273,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$300,300	\$0	\$0	\$63,800	\$0	\$236,500	\$0	\$0	\$300,300
						FY PROJECTED FUNDING SOURCES				
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$300,300			\$63,800		\$236,500			\$300,300
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$300,300	\$0	\$0	\$63,800	\$0	\$236,500	\$0	\$0	\$300,300
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Hugh Adams Park Capital Improvement Recommendations

PROJECT NAME - Hugh Adams Park Capital Improvement Recommendations					PROJECT # PA2201					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2023, replacement of tube slide. In fiscal year 2024, installation of park lighting.										
PROJECT ORIGIN AND JUSTIFICATION										
The tube slide is no longer manufactured, replacing this amenity will re-vitalize the play space. Lighting will provide extended use into the evening and winter months. <i>*This park is located on leased property from Alvin Community College, all improvements must first be approved by the ACC Board of Regents per the lease agreement. Sec. 4-a. Exp. 9/27/2027</i>										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☒ No ☐ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance		5,000.00								
Utilities		3,500.00								
Total Operating Costs	\$0	\$8,500	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$10,000				\$10,000				\$10,000
Construction		\$135,000			\$35,000	\$100,000				\$135,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$145,000	\$0	\$0	\$35,000	\$110,000	\$0	\$0		\$145,000
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$145,000			\$35,000	\$110,000				\$145,000
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
Proposed Rev Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$145,000	\$0	\$0	\$35,000	\$110,000	\$0	\$0	\$0	\$145,000
¹ Explain & Identify Type of Other Sources: Park Dedication Fund, General Fund					Project Manager: Parks and Recreation Director					

Lions Park Capital Improvement Recommendations

PROJECT NAME - Lions Park Capital Improvement Recommendations						PROJECT # PA2202				
PROJECT DESCRIPTION In fiscal year 2023, retrofit 4 baseball fields from 1500W metal halide fixtures to MUSCO LED fixtures, re-asphalt/slurry seal or remove and replace approximately 2,500' LF x 6' W of walking trail with concrete is recommended. In fiscal year 2024, installation of fourteen bleacher shade covers along with replacement of fourteen metal dug out roofs. In fiscal year 2026, installation of one large (>701 sq ft) picnic pavilion to include four picnic tables, five smaller picnic pavilions with ten total picnic tables, playground designed for 2-12 year old children with age recommendation and safety rules sign along with athletic field lighting for two of the remaining 3 athletic playing fields (jr T-Ball field not needed) and an irrigation system for all seven athletic playing fields. In fiscal year 2027, install 6 new scoreboards.						PROJECT IMAGE 				
PROJECT ORIGIN AND JUSTIFICATION The shrouds on the existing fixtures are no longer manufactured and are susceptible to come off during a wind/rain event. The existing asphalt track is in need of repair/refinishing/replacement. The bleacher shade covers will provide relief from the direct sun to everyone attending/watching games at all seven athletic fields. The current dug out roofs are built with corrugated tin aluminum and will need replacement with heavier gauge aluminum, preferably having a sun reflective finish to maintain cool temperatures within the dug out (refer to Park Standards Manual). Picnic pavilions with tables are needed because none exist currently and there is a need for relief from the sun to sit, eat and relax during breaks from baseball games. A playground is needed to provide a recreational outlet to park visitors, nothing										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance				\$11,500						
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$11,500	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$130,300			\$45,000	\$15,800		\$61,500	\$8,000	\$130,300
Construction		\$1,317,800			\$450,000	\$168,000		\$615,000	\$84,800	\$1,317,800
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$1,448,100	\$0	\$0	\$495,000	\$183,800	\$0	\$676,500	\$92,800	\$1,448,100
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$1,448,100			\$495,000	\$183,800		\$676,500	\$92,800	\$1,448,100
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$1,448,100	\$0	\$0	\$495,000	\$183,800	\$0	\$676,500	\$92,800	\$1,448,100
Explain & Identify Type of Other Sources: Park Dedication Funds and/or General Project Funds						Project Manager: Parks and Recreation Director				

Morgan Park

PROJECT NAME - Morgan Park						PROJECT # PA2203				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal Year 2024, purchase and installation of four bleacher shade covers are recommended. In fiscal year 2025, construct large pavilion (>701 sq ft) and remove & replace restroom/storage building. In fiscal year 2026, installation of irrigation for the two athletic fields is recommended.										
PROJECT ORIGIN AND JUSTIFICATION										
Bleacher shade would provide relief from the sun to spectators during athletic games. Addition of a pavilion would allow space for community gatherings and a rentable amenity. The restrooms were 2006 and originally constructed sometime in the 1990's and should be replaced rather than renovated. Irrigation would allow for improved athletic turf management when applying granulated fertilizer, seed or ant treatment. *Morgan Park was developed over a closed municipal landfill, TCEQ approval is required for new construction.										
☐ No ☒ Yes (See Below)										
Fiscal Year	2022	2023	2024	2025	2026					
Operating Costs										
Personnel										
Operating & Maintenance				5,000.00	\$5,000					
Utilities				3,500.00	\$2,000					
Total Operating Costs	\$0	\$0	\$0	\$8,500	\$7,000					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$37,500				\$6,000	\$30,000	\$1,500		\$37,500
Construction		\$375,600				\$60,000	\$300,000	\$15,600		\$375,600
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS		\$413,100	\$0	\$0	\$0	\$66,000	\$330,000	\$17,100	\$0	\$413,100
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$413,100				\$66,000	\$330,000	\$17,100		\$413,100
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$413,100	\$0	\$0	\$0	\$66,000	\$330,000	\$17,100	\$0	\$413,100
¹ Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Lift Station #29 Capital Improvement Recommendations

PROJECT NAME - Calloway Street Lot Capital Improvement Recommendations					PROJECT # PA2204						
PROJECT DESCRIPTION					PROJECT IMAGE						
In fiscal year 2023, dedicate approximately .5 acres as parkland, begin design of "mini park", including park name, amenities and layout. In fiscal year 2024, construct "mini park".											
PROJECT ORIGIN AND JUSTIFICATION											
Dedication and development of this .5 acre site is supported within the Parks Master Plan (Park Classification Standards pg. 2.2, Site Selection pg. 2.25 - 2.26, Goal #1 & 2, pg. 3.6), Actions and Initiatives (#1 pg. 3.7). The City does not currently meet the recommended standard per NRPA Park and Open Space Standards for mini park acreage .25-.5 acres per 1,000 residents (Table 3.1, pg 3.2 & 3.3). Creation of the new "mini park" shall utilize NRPA development standards (pg. 3.7) of parks master plan along with amenity standards (Table 2.5, pg 2.11). This mini park would benefit the surrounding neighborhood as well serve students from Alvin Jr. High.											
INCREMENTAL OPERATING AND MAINTENANCE COSTS											
Impact on operating budget ☐ No ☒ Yes (See Below)											
Fiscal Year	2023	2024	2025	2026							2027
Operating Costs											
Personnel											
Operating & Maintenance		\$5,000									
Utilities											
Total Operating Costs	\$0	\$5,000	\$0	\$0							\$0
PT/FT Staff Total											
PROJECT COSTS ALLOCATION		TOTAL BUDGET	FY PROJECTED ALLOCATIONS								
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL	
Prelim. Engineering Report		\$0									
Land/Right of Way		\$0									
Design/Surveying		\$10,500			\$5,500	\$5,000				\$10,500	
Construction		\$50,000				\$50,000				\$50,000	
Equipment and Furniture		\$0									
Contingency		\$0									
TOTAL COSTS	\$0	\$60,500	\$0	\$0	\$5,500	\$55,000	\$0	\$0	\$0	\$60,500	
FUNDING SOURCES		TOTAL BUDGET	FY PROJECTED FUNDING SOURCES								
		TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL	
General Project Fund Revenue		\$55,000				\$55,000				\$55,000	
Certificates of Obligation (CO)		\$0									
General Obligation Bonds (GO)		\$0									
Proposed CO Bonds		\$0									
New/Proposed GO Bonds		\$0									
Issued W/S Revenue Bonds		\$0									
W/S Project Fund Revenue		\$0									
Impact Fees		\$0									
Sales Taxes		\$0									
Other Funding Sources ¹ -		\$5,500			\$5,500					\$5,500	
TOTAL SOURCES	\$0	\$60,500	\$0	\$0	\$5,500	\$55,000	\$0	\$0	\$0	\$60,500	
Explain & Identify Type of Other Sources: Park Dedication Fund					Project Manager: Parks and Recreation Director						

3404 Hummingbird Lot Capital Improvement Recommendations

PROJECT NAME - 3404 Hummingbird Lot Capital Improvement Recommendations						PROJECT # PA2205				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2023,dedicate approximately .74 acres as parkland, begin design of "mini park", including park name, amenities and layout. In fiscal year 2024, construct "mini park".										
PROJECT ORIGIN AND JUSTIFICATION										
Dedication and development of this .74 acre site is supported within the Parks Master Plan (Park Classificatoin Standards pg. 2.2, Site Selection pg. 2.25 - 2.26, Goal #1 & 2, pg. 3.6), Actions and Initiatives (#1 pg. 3.7). The City does not currently meet the the recommended standard per NRPA Park and Open Space Standards for mini park acreage .25-.55 acres per 1,000 residents (Table 3.1, pg 3.2 & 3.3). Creation of the new "mini park" shall utilize NRPA development standards (pg. 3.7) of parks master plan along with amenity standards (Table 2.5, pg 2.11). Design and development shall account for restrictions within Flood Zone (if any).										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance										
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$0					
PT/FT Staff Total										
						FY PROJECTED ALLOCATIONS				
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$10,500			\$5,500	\$5,000				\$10,500
Construction		\$50,000				\$50,000				\$50,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$60,500	\$0	\$0	\$5,500	\$55,000	\$0	\$0	\$0	\$60,500
						FY PROJECTED FUNDING SOURCES				
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$55,000				\$55,000				\$55,000
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$5,500			\$5,500					\$5,500
TOTAL SOURCES	\$0	\$60,500	\$0	\$0	\$5,500	\$55,000	\$0	\$0	\$0	\$60,500
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				
Park Dedication										

1409 Talmadge Street Lot Capital Improvement Recommendations

PROJECT NAME - 1409 Talmadge Street Lot Capital Improvement Recommendations					PROJECT # PA2206					
PROJECT DESCRIPTION					PROJECT IMAGE					
In fiscal year 2023,dedicate approximately .14 acres as parkland, begin design of "mini park", including name, amenities and layout. In fiscal year 2024, construct "mini park".										
PROJECT ORIGIN AND JUSTIFICATION										
Dedication and development of this .74 acre site is supported within the Parks Master Plan (Park Classification Standards pg. 2.2, Site Selection pg. 2.25 - 2.26, Goal #1 & 2, pg. 3.6), Actions and Initiatives (#1 pg. 3.7). The City does not currently meet the the recommended standard per NRPA Park and Open Space Standards for mini park acreage .25 - .5 acres per 1,000 residents (Table 3.1, pg 3.2 & 3.3). Creation of the new "mini park" shall utilize NRPA development standards (pg. 3.7) of parks master plan along with amenity standards (Table 2.5, pg 2.11). Design and development shall account for restrictions within Flood Zone (if any).										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance										
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$10,500			\$5,500	\$5,000				\$10,500
Construction		\$50,000				\$50,000				\$50,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$60,500	\$0	\$0	\$5,500	\$55,000	\$0	\$0	\$0	\$60,500
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$55,000				\$55,000				\$55,000
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$5,500			\$5,500					\$5,500
TOTAL SOURCES	\$0	\$60,500	\$0	\$0	\$5,500	\$55,000	\$0	\$0	\$0	\$60,500
Explain & Identify Type of Other Sources:					Project Manager:					
Park Dedication Fund					Parks and Recreation Director					

Sealy Park Capital Improvement Recommendations

PROJECT NAME - Sealy Park Capital Improvement Recommendations						PROJECT # PA2301				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2023, replace two multi-bay swing sets. In fiscal year 2024, construct new small hexagonal pavilion <701 sq. ft. In fiscal year 2026, construction of full court basketball court with lighting. In fiscal year 2027, construct permanent restrooms.										
PROJECT ORIGIN AND JUSTIFICATION										
Current swing set frames are over 25 years old, showing wear and tear in addition to being re-painted numerous times. Permanent Restrooms were also requested by park users as this park features tremendous shade and thus is an ideal area to host birthday and family gatherings. Without onsite restrooms, guests are often forced to leave to seek an available restroom. An onsite restroom and small pavilion could be offered as a fee based amenity in addition to providing enhanced user experience. Park users have suggested expanding the existing court to a full court.										
INCREMENTAL OPERATING AND MAINTENANCE COSTS										
Impact on operating budget ☐ No ☒ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance				\$5,000	5,000.00					
Utilities				\$2,000	2,000.00					
Total Operating Costs	\$0	\$0	\$0	\$7,000	\$7,000					
PT/FT Staff Total										
						FY PROJECTED ALLOCATIONS				
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$33,500			\$6,000	\$5,000		\$5,000	\$17,500	\$33,500
Construction		\$368,000			\$60,000	\$50,000		\$83,000	\$175,000	\$368,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$401,500	\$0	\$0	\$66,000	\$55,000	\$0	\$88,000	\$192,500	\$401,500
						FY PROJECTED FUNDING SOURCES				
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$401,500			\$66,000	\$55,000		\$88,000	\$192,500	\$401,500
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$401,500	\$0	\$0	\$66,000	\$55,000	\$0	\$88,000	\$192,500	\$401,500
¹Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				
General Projects Fund and/or Park Dedication Fund										

Marina Park

PROJECT NAME - Marina Park						PROJECT # PA2302				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2026, preliminary engineering/design for a parking lot, trail and pedestrian bridge connection to downtown and existing hike and bike trail destinations. In fiscal year 2027, construction of parking lot, trail with pedestrian bridge and lighting throughout.										
PROJECT ORIGIN AND JUSTIFICATION										
In FY 2018 the City acquired ownership of the 5.2 acre undeveloped land, by conveyance, from Brazoria County. The property is suited perfectly as a scenic pedestrian & bicyclist thoroughfare from Highway 6 and the surrounding residential neighborhood to the existing hike and bike trail and downtown destinations. (Parks Master Plan, Obj. 1.2, Strategy 1.2.1, pg. 4.7)										
☒ No ☐ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance										
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$0					
PT/FT Staff Total										
FY PROJECTED ALLOCATIONS										
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report		\$0								
Land/Right of Way		\$0								
Design/Surveying		\$260,000						\$260,000		\$260,000
Construction		\$2,600,000							\$2,600,000	\$2,600,000
Equipment and Furniture		\$0								
Contingency		\$0								
TOTAL COSTS	\$0	\$2,860,000	\$0	\$0	\$0	\$0	\$0	\$260,000	\$2,600,000	\$2,860,000
FY PROJECTED FUNDING SOURCES										
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$2,860,000						\$260,000	\$2,600,000	\$2,860,000
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$2,860,000	\$0	\$0	\$0	\$0	\$0	\$260,000	\$2,600,000	\$2,860,000
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				

Bob Owen Municipal Pool

PROJECT NAME - Bob Owen Municipal Pool						PROJECT # PA2303				
PROJECT DESCRIPTION						PROJECT IMAGE				
In fiscal year 2023, replacement of the existing cyclone fence is recommended. In fiscal year 2025, construct new cabanas / shade structures on pool deck.										
PROJECT ORIGIN AND JUSTIFICATION										
The replacement fence should be AmeriStar Montage Commercial Invisible Style, or equivalent, powder coated steel fence with curved picket used to prevent a breach while providing a traditional decorative fence appearance. Cabanas could be a fee based amenity as well as enhance the user experience. The existing fence is showing wear and tear and is unattractive.										
☒ No ☐ Yes (See Below)										
Fiscal Year	2023	2024	2025	2026	2027					
Operating Costs										
Personnel										
Operating & Maintenance										
Utilities										
Total Operating Costs	\$0	\$0	\$0	\$0	\$0					
PT/FT Staff Total										
						FY PROJECTED ALLOCATIONS				
PROJECT COSTS ALLOCATION	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
Prelim. Engineering Report										
Land/Right of Way										
Design/Surveying		\$5,000					\$5,000			\$5,000
Construction		\$195,000			\$62,000		\$133,000			\$195,000
Equipment and Furniture										
Contingency										
TOTAL COSTS	\$0	\$200,000	\$0	\$0	\$62,000	\$0	\$138,000	\$0	\$0	\$200,000
						FY PROJECTED FUNDING SOURCES				
FUNDING SOURCES	TOTAL BUDGET	TOTAL ESTIMATE	PRIOR YEARS	PROJECTED 2022	2023	2024	2025	2026	2027	PROJECT TOTAL
General Project Fund Revenue		\$200,000			\$62,000		\$138,000			\$200,000
Certificates of Obligation (CO)		\$0								
General Obligation Bonds (GO)		\$0								
Proposed CO Bonds		\$0								
New/Proposed GO Bonds		\$0								
Issued W/S Revenue Bonds		\$0								
W/S Project Fund Revenue		\$0								
Impact Fees		\$0								
Sales Taxes		\$0								
Other Funding Sources ¹ -		\$0								
TOTAL SOURCES	\$0	\$200,000	\$0	\$0	\$62,000	\$0	\$138,000	\$0	\$0	\$200,000
Explain & Identify Type of Other Sources:						Project Manager: Parks and Recreation Director				



AGENDA COMMENTARY

Meeting Date: 3/3/2022

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Consider Ordinance 22-H, amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Definitions, Accumulation, Mowing Requirements, Notice of Violation, and Defense to Prosecution; providing for penalties; providing for severability; and setting forth other provisions related thereto.

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

Summary: This Ordinance is amending Chapter 12, Health and Sanitation, of the City of Alvin 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. However, City Council did request that a provision be added that requires that exempt agricultural lots or premises are properly identified through the Brazoria County tax rolls.

All changes in summary are listed below:

- Chapter 12 – Sec 1 – Amending definitions
- Chapter 12 – Sec 3 – Expanding the provision of accumulation to include items that may be carried by wind or rainwater from property
- Chapter 12 – Sec 4 – Establishing grass and weeds that exceed 9 inches as a code violation (exempts agricultural lots or premises identified through tax rolls, however a 50-foot perimeter surrounding the premises shall be maintained in compliance with the 9-inch rule)
- Chapter 12 – Sec 4 – Clarifying responsibilities of owners of agriculturally exempt tracts and owners of uncleared vacant lots
- Chapter 12 – Sec 4 – authorizing city personnel or city contractor to mow contiguous ditch in ROW (with findings and exceptions)
- Chapter 12 – Sec 10 – growing/cultivating hay 50 feet from public roadway (amended from 20 ft.)

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:** 2/24/2022 SLH

Supporting documents attached:

- Ord 22-H; Redlined
- Ord 22-H; Clean Version

Recommendation: Move to approve Ordinance 22-H, amending Chapter 12, Health and Sanitation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Definitions, Accumulation, Mowing Requirements, Notice of Violation, and Defense to Prosecution; providing for penalties; providing for severability; 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-H

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 12, HEALTH AND SANITATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING DEFINITIONS, ACCUMULATION, MOWING REQUIREMENTS, NOTICE OF VIOLATION, AND DEFENSE TO PROSECUTION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

WHEREAS, the overgrowth of grass, shrubs, weeds, and brush is unsanitary and lowers the quality of life for citizens in the City; and

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

Section 1. That Chapter 12, Health and Sanitation, Article I, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 12, HEALTH AND SANITATION

ARTICLE I. IN GENERAL

“Sec. 12-1. Definitions

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

Any and all other objectionable, unsightly or unsanitary matter or conditions of whatever nature means and includes all cultivated and uncultivated vegetable growth, objects, matter, and conditions not included within the meaning of the other terms defined in this section, which are liable to produce or tend to produce an unhealthy, unwholesome, unsightly or unsanitary condition to the premises within the general locality where the same are situated, and shall also include any species of ragweed or other vegetable growth which might or may tend to be unhealthy to individuals residing within the general locality of where the same are situated.

Brush means and includes all trees or shrubbery under seven (7) feet in height which are not cultivated or cared for by persons owning or controlling the premises.

Garbage means decayable waste from a public or private establishment or restaurant. The term includes vegetable, animal, and fish offal and animal and fish carcasses, but does not include sewage, body waste, or an industrial by-product.

Grass or weeds means and includes all cultivated and all rank and uncultivated vegetable growth or matter which has grown to more than ~~twelve (12) inches~~ nine (9) inches in height or which, regardless of height, is liable to become an unwholesome or decaying mass creating an unsanitary condition or a harborage or breeding place for mosquitoes, rodents, or vermin, or other disease-carrying pests.

Junk means old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris or waste; or iron, steel, appliances and other old or scrap ferrous or nonferrous material.

Premises means all ~~privately owned~~ privately-owned property, including vacant land or a building designed or used for residential, commercial, business, industrial, or religious purposes. The term includes a yard, ground, sidewalk, driveway, fence, porch, steps, or other structure appurtenant to the property.

Refuse means garbage, rubbish, paper, and other decayable and nondecayable waste, including vegetable matter and animal and fish carcasses.

Rubbish means nondecayable waste from a public or private establishment or residence.

Trash means nonputrescible solid waste (excluding ashes) consisting of both combustible and noncombustible waste materials; combustible trash (rubbish), includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves and similar materials; noncombustible trash (rubbish), includes glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (one thousand six hundred (1,600) degrees to one thousand eight hundred (1,800) degrees Fahrenheit).

Sec. 12-2. - Accumulation of stagnant water.

It shall be unlawful for any owner or occupant of any lot, tract of property or premises within the city to permit or allow the accumulation of stagnant water on the lot, tract of property or premises. It shall likewise be unlawful for any person to permit or allow holes or places on such lots, tracts of property or premises where water may accumulate and become stagnant.

Sec. 12-3. - Accumulation of junk, trash, weeds, etc.

It shall be unlawful for any owner or occupant of any lot, tract of property or premises in the city to allow brush, junk, trash, weeds, refuse or any other objectionable, unsightly or unsanitary matter of whatever nature to grow or accumulate on or be carried by wind or rainwater from such lot or tract of property. Brush may be placed on the lot, tract of property or premises for collection purposes in accordance with the provisions of chapter 11 of this Code.

Sec 12-4. - Mowing requirements—Public nuisance declared.

(a) It shall be unlawful for the owner or occupant of any lot or premises in the city to allow or permit the growth of grass or weeds which exceed a height of nine (9) inches on such lot or

premises, or any contiguous, unpaved portion of a right-of-way in the city that is open for public travel. The owner or occupant of any lot or premises within the city shall maintain, mow, and/or weed eat the lot or premises, including, but not limited to those areas contained within subsection (a) of this section, in its entirety, year-round in order to remain in compliance with this section, unless the lot or premises meets the exceptions contained in subsection (c) of this section.

(b) Such lot or parcel of land, in addition to the grounds within its respective boundaries, shall be held to include, but shall not be limited to:

(1) All lots or parcels of land lying and being adjacent to and extending beyond the property line and any fence, wall or barrier of any such lot or parcel of land to the curb line of adjacent streets where a curb line has been established, or to the edge of pavement where no curb line has been established on adjacent streets;

(2) To the center of adjacent unimproved rights-of-way and alleys; and

(3) Within any abutting drainage ditch to the curb line of adjacent streets where a curb line has been established, or to the edge of the pavement where no curb line has been established on adjacent streets, unless the drainage ditch meets the exceptions contained in subsection (b) of this section.

(c) If the contiguous, unpaved portion of a right-of-way contains a ditch, the City Manager or his/her designee is authorized to order the ditch to be mowed by city personnel or contractor upon making the following findings:

(1) That maintaining the ditch is not the responsibility of a homeowners' association, special purpose district, or similar entity; or

(2) Characteristics of the ditch render mowing by said owner or occupant unusually hazardous, including depth, steepness of the sides, continual presence of standing water, lack of safe and easy access by the owner/occupant, and location along a roadway with high traffic volume.

(d) If the City Manager or his designee finds that the ditch will remain the owner or occupant's responsibility, the owner or occupant shall maintain, mow, and/or weed eat the lot or premises according to the requirements contained within this section.

(e) The owner of any agriculturally exempt lot or premises defined as exempt under the Brazoria County Appraisal District's requirements, that contains no structures used or designed for human occupancy for residential or commercial purposes adjacent to developed areas shall be exempt from the nine (9) inch rule contained in this section; however, the perimeter of the agriculturally exempt lot or premises shall be mowed/maintained in compliance with the nine (9) inch rule contained within this section within fifty (50) feet from any adjacent property under different ownership and from any street right-of-way. The owner of any agriculturally exempt lot or premises must provide documentation of the agricultural exemption. If the owner is unable to provide documentation of the agricultural exemption, the owner shall maintain, mow, and/or weed eat the lot or premises according to the requirements contained within this section.

(f) The owner of undeveloped land or of a vacant lot that has not been cleared shall clear all brush and undergrowth within fifty (50) feet from any adjacent property under different

ownership and from any street right-of-way. Prior to removing any trees, the owner shall refer to Chapter 15-Article IX entitled, "Tree Preservation."

- ~~(a) Whenever grass, weeds, brush, rubbish and all other objectionable, unsightly and unsanitary matter of whatever nature shall exist, covering or partly covering the surface of any lot or parcel of land situated within the city, or when any such lot or parcel of land, as aforesaid, shall have the surface thereof filled or partly filled with holes or be in such condition that such lot or parcel of land holds or is liable to hold stagnant water therein, or, if from any other cause, such lot or parcel of land shall be in such condition as to be liable to cause disease or produce, harbor or spread disease germs of any nature or tend to render the surrounding atmosphere unhealthy, unwholesome or obnoxious, such lot or parcel of land shall constitute and is hereby declared to constitute a public nuisance. The prompt abatement of such nuisance is hereby declared to be a public necessity. Such lot or parcel of land, in addition to the grounds within its respective boundaries, shall be held to include, but shall not be limited to:~~
- ~~(1) All lots or parcels of land lying and being adjacent to and extending beyond the property line of any such lot or parcel of land to the curblin of adjacent streets where a curblin has been established or to the edge of pavement where no curblin has been established on adjacent streets;~~
 - ~~(2) To the center of adjacent unimproved rights-of-way and alleys; and~~
 - ~~(3) The area between a fence, wall or barrier and within any abutting drainage channel easement to the top of such channel closest to the property.~~
- ~~(b) With respect to uncultivated agricultural properties or tracts of land that contain no structures used or designed for human occupancy for residential or commercial purposes, a nuisance is not declared until grass and weeds grow to a height greater than twenty-four (24) inches within fifty (50) feet from any adjacent property under different ownership or from any street right of way. However, on cultivated properties where the distance between the growing crop and abutting property under different ownership or from a street right of way is less than fifty (50) feet, a nuisance is not declared until grass and weeds grow to a height greater than twelve (12) inches.~~

Sec. 12-5. - Notice of violation.

The city code enforcement officer or other designated city employee shall notify the owner and/or occupant of a lot, tract of property or premises in the city of a violation of any provision of this chapter. The person so notified shall be given ten (10) days after ~~the date~~ receipt of the notice to correct or remedy the violation. The notice shall be in writing and shall be served on the person by personal service or by mailing the notice by certified mail to the person at the person's last known address. In the event personal service cannot be obtained or the person's address is unknown, notification may be effected by any one of the following methods:

- (1) By publication at least once;
- (2) By posting the notice on or near the front door of each building on the property to which the violation relates; or

- (3) By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.

Sec. 12-6. - Removal or correction by city.

If the owner or occupant of the lot, tract of property or premises does not correct or remedy a violation of this chapter within ten (10) days of the date of receipt of the notice specified in section 12-5, the city may pursue any course of action necessary to remove or correct the condition, including performing work or improvements or causing work or improvements to be performed on the lot, tract of property or premises and charging the expenses to the owner or occupant of the lot, tract of property or premises. The city may assess the costs of the work or improvements against the real estate upon which the work or improvement is performed. The city shall be entitled to collect a charge in the amount set forth in chapter 28 of this Code for administrative expenses in carrying out the terms of this chapter in addition to the actual fees paid by the city for mowing and cleaning. The assessment of expenses against the owner and/or occupant shall not relieve the owner or occupant from any prosecution for a violation of this chapter.

Sec. 12-7. - Lien against property; suit for foreclosure.

If work or improvements are performed by the city under the provisions of section 12-6, the city shall be entitled to a lien against the real estate upon which the work or improvement is performed. To obtain such a lien, the mayor, city health officer or other city official designated by the mayor shall file a statement of expenses with the county clerk. The statement shall include the amount of expenses and the date upon which the work or improvements were performed. The lien shall constitute security for the expenditures made by the city. Interest shall accrue at the rate of ten (10) percent on the amount due from the date of payment by the city. The lien shall be inferior only to tax liens and liens for street improvements. The city may bring a suit for foreclosure in the name of the city to recover the expenditures and the interest due. In such a suit the statement of expenses or a certified copy of the statement shall constitute prima facie proof of expenses incurred by the city in performing the work or improvement(s) or causing such to be performed.

Sec. 12-8. - Second violation within one year.

In the notice of violation issued pursuant to section 12-5 the code enforcement officer or other designated city employee may inform the owner or occupant by certified mail, return receipt requested, that if the owner or occupant commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expenses against the real estate. If a violation covered by a notice under this section occurs within the one-year period and the city has not been informed in writing by the owner of an ownership change, then the city without notice may take any action permitted by section 12-6 and assess the expenses as provided by section 12-7.

Sec. 12-9. - Penalty.

Any person who shall violate any provision of this chapter shall be guilty of a misdemeanor which shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00). Prosecution in municipal court shall be in addition to other remedies provided in this chapter.

Sec. 12-10. - Defense to prosecution.

It shall be a defense to prosecution under section 12-4 (ee) of this chapter that the owner or occupant of the lot, tract of property or premises is growing hay for the specific purpose of cultivation and such hay is part of a predominately homogenous plant population provided that the hay is located no closer than ~~twenty (20)~~ fifty (50) feet to the edge of the paved surface of a public roadway.

Secs. 12-11—12-14. - Reserved.

...

Section 2. That except as amended herein all other provisions of Chapter 12 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

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

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

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

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

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

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

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 22-H

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 12, HEALTH AND SANITATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING DEFINITIONS, ACCUMULATION, MOWING REQUIREMENTS, NOTICE OF VIOLATION, AND DEFENSE TO PROSECUTION; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

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

WHEREAS, the overgrowth of grass, shrubs, weeds, and brush is unsanitary and lowers the quality of life for citizens in the City; and

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

Section 1. That Chapter 12, Health and Sanitation, Article I, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 12, HEALTH AND SANITATION

ARTICLE I. IN GENERAL

“Sec. 12-1. Definitions

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

Any and all other objectionable, unsightly or unsanitary matter or conditions of whatever nature means and includes all cultivated and uncultivated vegetable growth, objects, matter, and conditions not included within the meaning of the other terms defined in this section, which are liable to produce or tend to produce an unhealthy, unwholesome, unsightly or unsanitary condition to the premises within the general locality where the same are situated, and shall also include any species of ragweed or other vegetable growth which might or may tend to be unhealthy to individuals residing within the general locality of where the same are situated.

Brush means and includes all trees or shrubbery under seven (7) feet in height which are not cultivated or cared for by persons owning or controlling the premises.

Garbage means decayable waste from a public or private establishment or restaurant. The term includes vegetable, animal, and fish offal and animal and fish carcasses, but does not include sewage, body waste, or an industrial by-product.

Grass or *weeds* means and includes all cultivated and all rank and uncultivated vegetable growth or matter which has grown to more than nine (9) inches in height or which, regardless of height, is liable to become an unwholesome or decaying mass creating an unsanitary condition or a harborage or breeding place for mosquitoes, rodents, or vermin, or other disease-carrying pests.

Junk means old or scrap copper, brass, rope, rags, batteries, paper, trash, rubber, debris or waste; or iron, steel, appliances and other old or scrap ferrous or nonferrous material.

Premises means all privately-owned property, including vacant land or a building designed or used for residential, commercial, business, industrial, or religious purposes. The term includes a yard, ground, sidewalk, driveway, fence, porch, steps, or other structure appurtenant to the property.

Refuse means garbage, rubbish, paper, and other decayable and nondecayable waste, including vegetable matter and animal and fish carcasses.

Rubbish means nondecayable waste from a public or private establishment or residence.

Trash means nonputrescible solid waste (excluding ashes) consisting of both combustible and noncombustible waste materials; combustible trash (rubbish), includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves and similar materials; noncombustible trash (rubbish), includes glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (one thousand six hundred (1,600) degrees to one thousand eight hundred (1,800) degrees Fahrenheit).

Sec. 12-2. - Accumulation of stagnant water.

It shall be unlawful for any owner or occupant of any lot, tract of property or premises within the city to permit or allow the accumulation of stagnant water on the lot, tract of property or premises. It shall likewise be unlawful for any person to permit or allow holes or places on such lots, tracts of property or premises where water may accumulate and become stagnant.

Sec. 12-3. - Accumulation of junk, trash, weeds, etc.

It shall be unlawful for any owner or occupant of any lot, tract of property or premises in the city to allow brush, junk, trash, weeds, refuse or any other objectionable, unsightly or unsanitary matter of whatever nature to grow or accumulate on or be carried by wind or rainwater from such lot or tract of property. Brush may be placed on the lot, tract of property or premises for collection purposes in accordance with the provisions of chapter 11 of this Code.

Sec 12-4. - Mowing requirements—Public nuisance declared.

- (a) It shall be unlawful for the owner or occupant of any lot or premises in the city to allow or permit the growth of grass or weeds which exceed a height of nine (9) inches on such lot or premises, or any contiguous, unpaved portion of a right-of-way in the city that is open for

public travel. The owner or occupant of any lot or premises within the city shall maintain, mow, and/or weed eat the lot or premises, including, but not limited to those areas contained within subsection (a) of this section, in its entirety, year-round in order to remain in compliance with this section, unless the lot or premises meets the exceptions contained in subsection (c) of this section.

- (b) Such lot or parcel of land, in addition to the grounds within its respective boundaries, shall be held to include, but shall not be limited to:
 - (1) All lots or parcels of land lying and being adjacent to and extending beyond the property line and any fence, wall or barrier of any such lot or parcel of land to the curb line of adjacent streets where a curb line has been established, or to the edge of pavement where no curb line has been established on adjacent streets;
 - (2) To the center of adjacent unimproved rights-of-way and alleys; and
 - (3) Within any abutting drainage ditch to the curb line of adjacent streets where a curb line has been established, or to the edge of the pavement where no curb line has been established on adjacent streets, unless the drainage ditch meets the exceptions contained in subsection (b) of this section.
- (c) If the contiguous, unpaved portion of a right-of-way contains a ditch, the City Manager or his/her designee is authorized to order the ditch to be mowed by city personnel or contractor upon making the following findings:
 - (1) That maintaining the ditch is not the responsibility of a homeowners' association, special purpose district, or similar entity; or
 - (2) Characteristics of the ditch render mowing by said owner or occupant unusually hazardous, including depth, steepness of the sides, continual presence of standing water, lack of safe and easy access by the owner/occupant, and location along a roadway with high traffic volume.
- (d) If the City Manager or his designee finds that the ditch will remain the owner or occupant's responsibility, the owner or occupant shall maintain, mow, and/or weed eat the lot or premises according to the requirements contained within this section.
- (e) The owner of any agriculturally exempt lot or premises defined as exempt under the Brazoria County Appraisal District's requirements, that contains no structures used or designed for human occupancy for residential or commercial purposes adjacent to developed areas shall be exempt from the nine (9) inch rule contained in this section; however, the perimeter of the agriculturally exempt lot or premises shall be mowed/maintained in compliance with the nine (9) inch rule contained within this section within fifty (50) feet from any adjacent property under different ownership and from any street right-of-way. The owner of any agriculturally exempt lot or premises must provide documentation of the agricultural exemption. If the owner is unable to provide documentation of the agricultural exemption, the owner shall maintain, mow, and/or weed eat the lot or premises according to the requirements contained within this section.

- (f) The owner of undeveloped land or of a vacant lot that has not been cleared shall clear all brush and undergrowth within fifty (50) feet from any adjacent property under different ownership and from any street right-of-way. Prior to removing any trees, the owner shall refer to Chapter 15-Article IX entitled, "Tree Preservation."

Sec. 12-5. - Notice of violation.

The city code enforcement officer or other designated city employee shall notify the owner and/or occupant of a lot, tract of property or premises in the city of a violation of any provision of this chapter. The person so notified shall be given ten (10) days after receipt of the notice to correct or remedy the violation. The notice shall be in writing and shall be served on the person by personal service or by mailing the notice by certified mail to the person at the person's last known address. In the event personal service cannot be obtained or the person's address is unknown, notification may be effected by any one of the following methods:

- (1) By publication at least once;
- (2) By posting the notice on or near the front door of each building on the property to which the violation relates; or
- (3) By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.

Sec. 12-6. - Removal or correction by city.

If the owner or occupant of the lot, tract of property or premises does not correct or remedy a violation of this chapter within ten (10) days of the date of receipt of the notice specified in section 12-5, the city may pursue any course of action necessary to remove or correct the condition, including performing work or improvements or causing work or improvements to be performed on the lot, tract of property or premises and charging the expenses to the owner or occupant of the lot, tract of property or premises. The city may assess the costs of the work or improvements against the real estate upon which the work or improvement is performed. The city shall be entitled to collect a charge in the amount set forth in chapter 28 of this Code for administrative expenses in carrying out the terms of this chapter in addition to the actual fees paid by the city for mowing and cleaning. The assessment of expenses against the owner and/or occupant shall not relieve the owner or occupant from any prosecution for a violation of this chapter.

Sec. 12-7. - Lien against property; suit for foreclosure.

If work or improvements are performed by the city under the provisions of section 12-6, the city shall be entitled to a lien against the real estate upon which the work or improvement is performed. To obtain such a lien, the mayor, city health officer or other city official designated by the mayor shall file a statement of expenses with the county clerk. The statement shall include the amount of expenses and the date upon which the work or improvements were performed. The lien shall constitute security for the expenditures made by the city. Interest shall accrue at the rate of ten (10) percent on the amount due from the date of payment by the city. The lien shall be inferior only to tax liens and liens for street improvements. The city may bring a suit for foreclosure in the name of the city to recover the expenditures and the interest due. In such a suit the statement of expenses or a certified copy of the statement shall constitute prima facie proof of

expenses incurred by the city in performing the work or improvement(s) or causing such to be performed.

Sec. 12-8. - Second violation within one year.

In the notice of violation issued pursuant to section 12-5 the code enforcement officer or other designated city employee may inform the owner or occupant by certified mail, return receipt requested, that if the owner or occupant commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city without further notice may correct the violation at the owner's expense and assess the expenses against the real estate. If a violation covered by a notice under this section occurs within the one-year period and the city has not been informed in writing by the owner of an ownership change, then the city without notice may take any action permitted by section 12-6 and assess the expenses as provided by section 12-7.

Sec. 12-9. - Penalty.

Any person who shall violate any provision of this chapter shall be guilty of a misdemeanor which shall be punishable by a fine not to exceed two thousand dollars (\$2,000.00). Prosecution in municipal court shall be in addition to other remedies provided in this chapter.

Sec. 12-10. - Defense to prosecution.

It shall be a defense to prosecution under section 12-4 (e) of this chapter that the owner or occupant of the lot, tract of property or premises is growing hay for the specific purpose of cultivation and such hay is part of a predominately homogenous plant population provided that the hay is located no closer than fifty (50) feet to the edge of the paved surface of a public roadway.

Secs. 12-11—12-14. - Reserved.

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Section 2. That except as amended herein all other provisions of Chapter 12 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

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

remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

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

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

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

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

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

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/3/2022

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Consider Ordinance 22-I, amending Chapter 17½, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the regulation of signs; providing for penalties; providing for severability; and setting forth other provisions related thereto.

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

Summary: This Ordinance is amending Chapter 17½, Sign, of the City of Alvin Code of Ordinances. The amendments include equality for temporary signage for all businesses and provides opportunities for additional signage.

The proposed changes were presented to City Council at the January 15, 2022, Council/staff workshop facilitated with Ron Cox. During the discussion on the use of temporary signs at new and used car dealerships, members of Council felt there shouldn't be any differentiation between businesses, that all should be treated equally. City Council had no objections to the amendments as presented. The changes in summary are:

- **Sec 17½-1** – Deleting regulating signage in the ETJ.
- **Sec 17½-2** – Adding /Amending the following definitions: Abandoned sign, Air Dancer, Banner, Code Enforcement Officer, Flag, Feather Flag, Flagpole, Inflatable, Mobile Food Unit (MFU), New business, Non-profit organization, Secure, Sign, and Sign Administrator.
- **Sec 17½-3** – Adding the following terms to the list of Sign Classifications: Civic Sign, Handheld Sign, Kiosk Sign, Permanent Sign, and Vehicular Sign.
- **Sec 17½-5 (18)d** – Allowing a permit for temporary on-premise banners: increase the maximum display time from 21 days to 28 days not to exceed four times a year.
- **Sec 17½-5 (21)** – removes “individual” sign allowance for new car dealerships
- **Sec 17½-5 (22)** – Inclusion of Sculptures, statues, or works of art.
- **Sec 17½-5 (24)** - Allowing permit for feather flag for a maximum of 28 days not to exceed four times a year.
- **Sec 17½-5 (25)** - Handheld Signs on private property. Sidewalks are excluded as a prohibited area.
- **Sec 17½- (c)** - Adding provision for signage in Public Parks regarding regulations/use of park.
- **Sec 17½-38 (1)a** – Increasing permissible amount of wall signs from one to two.
- **Sec 17½-57** – Prohibiting off-premises temporary signs (except COA kiosk signs) advertising subdivisions or developments under construction.
- **Sec 17½ - 58 a(1)** – Prohibiting the placement in right-of-way or easement.
- **Sec 17½ - 58(4)** – Prohibiting the placement of banners on benches & shrubs.

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:** 2/24/2022 SLH

Supporting documents attached:

- Ord 22-I; Redlined
 - Ord 22-I; Clean Version
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Recommendation: Move to approve Ordinance 22-I, amending Chapter 17½, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the regulation of signs; providing for penalties; providing for severability; 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 22-I

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 17½, SIGNS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING THE REGULATION OF SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin, Texas, finds that it is in the best interest of the health, safety, and welfare of its citizens to amend the regulations of signs; and

WHEREAS, the City Council desires to regulate signs in the manner set forth in this Ordinance.

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

Section 1. That Chapter 17½, Signs, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

ARTICLE I. - IN GENERAL

Sec. 17½-1. - Scope.

The provisions of this chapter shall apply to all signs, as that term is defined herein, within the corporate limits of the City of Alvin, Texas, ~~and within the area of extraterritorial jurisdiction of the city~~, as defined by Chapter 42 of the Local Government Code, as the same may be hereafter amended.

Sec. 17½-2. - Definitions.

The following definitions shall ~~apply to this chapter~~ have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means any on-premises sign, or any part thereof, which identifies or advertises a business, product, accommodation, service or activity that has ceased to operate on the premises upon which the sign or sign structure is located.

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services or merchandise whatsoever.

Air Dancer means an inflatable moving advertising product comprised of a long fabric tube (with two or more outlets), which is attached to and powered by an electrical fan. Air dancers are also known and sold under names which include, but are not limited to, "tube man," "skydancer," "Tall Boy," etc.

Banner means a temporary sign made of flexible materials, attached or suspended from one or more corners, with rope, wire, ~~tape, staples, tacks~~, nails or other temporary means, so as to allow for ease of installation and removal, and which contains some form of advertising, announcement, design, logo or other message. Banners are prohibited, with very limited exceptions (see exceptions and exemptions, section 17½-5(18) and special event signs, section 17½-5(89)). Banners shall not be considered in lieu of permanent wall signs.

Business establishment means a project or undertaking which involves the use of any property, building or structure, permanent or temporary, for the primary purpose of conducting on the property a legitimate commercial enterprise, or other non-residential use, in compliance with all ordinances and regulations of the city. Multiple services and/or goods offered by a business establishment shall be considered one business establishment for purposes of this chapter.

Business frontage means the linear measurement of the side of the building that contains the primary entrance of the building.

Code Enforcement Officers means the code official that is designated for the permitting and inspecting of temporary signs within the city. ~~mean the city officials with the authority and responsibility to enforce any and all city codes, inclusive of this chapter, within the city and its extraterritorial jurisdiction.~~

Double-faced sign means a single sign with two (2) parallel sign faces back-to-back.

Flag means a square or rectangular piece of cloth or similar material attached along one edge to a flagpole and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

Feather flag means a freestanding flexible or rigid pole (not a flagpole) temporarily mounted in the ground to which one side of a flexible fabric in the shape of a feather or similar shape, is attached and which is used for the primary purpose of advertising or attention getting. Feather flags are also known and sold under names which include, but are not limited to, "feather sign," "feather banner," "feather banner sign," "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bow flag," "teardrop banner," etc. This definition includes functionally similar display devices. Feather flags are prohibited with limited exceptions: (see Sec 17 ½ -5(24)).

Flagpole means a freestanding structure permanently mounted ~~on~~ in the ground or on a building, and designed and constructed for the ~~sole purpose of raising, lowering and hanging flags, by a pulley system. A State of Texas Professional Registered Engineer must supply the calculations for the required 120-mph wind load. These calculations must be signed and sealed by a registered Texas Structural Engineer. The flagpole shall be setback a minimum of twenty (20) feet from the front property line and eight (8) feet from the side property line. Distance requirement does not apply to residential flagpoles.~~

Frontage means that portion of any tract of land that abuts a public street right-of-way.

Garage sale means the sale of items by a resident or group of residents at discount prices, conducted from a garage and/or yard, and which items offered for sale are used or discarded by or from those residents offering them for sale.

General right-of-way means a right-of-way that is not classified as a predominantly residential right-of-way.

Glare means emitted light that exceeds fifty (50) feet lambert.

Grand opening means the formal offering of a new business of its goods, wares, merchandise, service, entertainment, or activity, and shall involve only the time period beginning with the issuance of a certificate of occupancy issued by the city, through a date no later than ninety (90) days after.

Inflatable means a sign of any size capable of being inflated with air, gas, hydrogen, helium, nitrogen or any other means. An inflatable can include but is not limited to latex balloons, mylar balloons or oversized balloons constructed so as to resemble a figure or object when inflated. Inflatables are prohibited with limited exceptions (see exceptions and exemptions, 17 ½-5(18)(i) and special event signs, section 17 ½-589c).

Mobile Food Unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation or business establishment designed to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth and is not defined as a new business upon relocation. A roadside food vendor is classified as a MFU.

Multiuse subdivision means an approved subdivision that is platted with all unrestricted reserves or a combination of unrestricted commercial or residential reserves.

~~*New business* means a project or undertaking which involves the use of any property, building, or structure, permanent or temporary, for the primary purpose of conducting in the building or structure or on the property a legitimate commercial enterprise or other nonresidential use in compliance with all ordinances and regulations of the City of Alvin and when the primary use of the property, building or structure at such geographic location has not existed for a period exceeding sixty (60) days. For the purpose of this definition, expansion of an existing building or structure shall not constitute a new business unless such expansion increases the size of the area devoted to the primary use in building floor square footage by not less than fifty (50) percent~~
business new to the premises on which it is located, a business having a change in ownership of 50 percent (50%) or more, or the expansion of an existing building or structure if such expansion increases the size of the area devoted to the primary use in building floor square footage by 50 percent (50%) or more.

Non-profit organization means an incorporated organization which exists for educational or charitable reasons and from which its shareholders or trustees do not benefit financially. Non-profit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Outdoor advertiser means a person that owns one or more signs for the specific purpose of selling or leasing display space on those signs to other persons (e.g., a billboard company).

Person means an individual, company, corporation, partnership, association, or any other entity howsoever designated.

Predominantly residential right-of-way means a public right-of-way that is between two (2) intersecting public streets or that extends from a cul-de-sac or dead-end to its intersection with the nearest public street, and which contains a greater amount of residential structures than the number of business establishments/structures.

Premises means a lot or tract of land or a series of contiguous lots or tracts of land owned by the same person, and where it may be applicable to this chapter, the lot or tract of land that upon which a business establishment is located.

Public street means the entire width between property lines of any road, street, way, alley, bridge or other similar thoroughfare, not privately owned or controlled, when any part thereof is open to the public for vehicular traffic, and over which the city or other similar public entity has legislative jurisdiction under its police power.

Reader board means a permanently constructed changeable copy bulletin board with electronic or detachable precut letters and figures that are lighted or unlighted.

Residential purposes means property devoted to use as a single-family or multifamily residence. Residential purposes shall include, but not be limited to, property used for houses, duplexes, townhouses, town homes and patio homes; property used for condominiums, apartments, hotels, motels and boarding houses shall not be considered as used for residential purposes. Property devoted to both residential and nonresidential use shall be considered as used for residential purposes.

Right-of-way means the surface, the air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the city holds a property interest (fee title, easement, or otherwise) or over which the city exercises any rights of management or control.

Roof line means the height above finished grade of the upper beam, rafter, ridge or purlin of any building.

Secure means to fix, fasten, tie or attach firmly in place so as not to give way, become loose or be lost.

Shopping center or integrated development means a development ~~existing~~ consisting of two (2) or more interconnected business establishments using common driveways and on-site parking facilities.

Sign means any structure, part thereof or device or inscription which is temporarily or permanently located upon, attached to or painted or represented on any land or on the outside of any building or structure or on an awning, parapet, canopy, marquee or similar appendage or ~~permanently~~ affixed to the glass on the outside of the building or structure and which displays or includes any numeral, letter, word, model, banner, pennant, balloon, inflatable, feather flag, air dancer, handheld sign, A-frame, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, string of lights or other representation used as or in the nature of an announcement, advertisement, attention arrestor, direction, warning or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business, profession, enterprise, industry, activity or any combination thereof. Where the term "sign" is used in this chapter without further modification, the term shall be understood to embrace all regulated signs and replicas. The term "sign" shall include the sign structure.

Sign ~~a~~Administrator means the building official or representative that is designated for the permitting and inspecting of ~~new~~ permanent signs within the city. ~~and its extraterritorial jurisdiction.~~

~~*Sign official* means the sign administrator or any code enforcement officer.~~

Sign area means the total square footage of all sign facing, including that portion of the supporting structure or trim that carries any wording, symbols, identifying color, or pictures; provided, however, in the case of double-faced signs, only one face shall be computed to determine sign area.

Sign facing or *sign surface* means the surface of any sign upon, against, or through which the message is displayed or illustrated; provided, however, for signs in which the words, letters, or symbols are independently mounted, the sign surface shall mean the outside dimension of the area containing all the individual words, letter and symbols.

Sign height means the overall vertical measurement of an entire sign, inclusive of ~~it's~~ its base, foundation and any structural components, from a point level with the finished grade of the property line nearest to the point where the sign is, or is intended, to be displayed, to a point at the uppermost portion of the sign and all of ~~it's~~ its components.

~~Temporary banners shall mean a banner made of plastic, fabric or film, attached or suspended from one or more corners, with rope or wire, so as to allow for ease of installation and removal. Banners are prohibited, with very limited exceptions. See § 17½-5.~~

Sec. 17½-3. - Sign classifications.

- (a) For purposes of this chapter a sign shall be classified first as either an "on-premises sign" or an "off-premises sign" as defined below:

Off-premises sign means any sign placed at a location other than the specific premises s or business establishment to which it relates, provides information concerning or advertises on behalf of.

On-premises sign means any sign that provides information for, identifies or advertises a business, person, or activity and is installed and/or maintained on the same premises as such business, person, or activity.

- (b) All signs shall be further classified into one or more of the following types of signs:

Awning means a shelter supported entirely from the exterior wall of a building.

Awning sign means a sign whose message is directly applied, attached or painted ~~on~~to an awning of a building.

Canopy means a roof-like structure designed to provide protection for objects, pedestrians and vehicles.

Canopy sign means a sign mounted on or attached to a canopy.

Civic Sign means a sign that identifies a nonprofit institution or organization that contains:

(1) The name of the institution or organization;

(2) The name of the person connected with it; and/or

(3) Greetings, announcements of events or activities occurring at the institution or similar message.

Directional sign means any sign that directs, instructs, or routes the reader to a location without using any lettering, words or other advertising copy other than the name of the business or the business logo and one directional arrow.

Electrical sign means any sign containing electrical wiring or utilizing electric current, but not including signs illuminated by an exterior light source.

Ground sign or *freestanding sign* means any sign supported by one or more columns, poles, uprights, or braces anchored in or on the ground and not attached to any building.

Handheld sign means any sign that is not self-supporting and is carried by or is under the immediate control of a person and shall include sandwich-board signs and persons in costume or otherwise dressed to call attention to a business.

Identification sign means any sign which carries only the firm, business, or corporate name, the major enterprise on the premises, or the ~~principle~~principal products offered for sale on the premises.

Irregular sign means a separately mounted sign on one supporting structure.

Kiosk signs shall mean any off-premises sign plaza structures which are approved by the ~~building official~~ Sign Administrator or designee, located within the city limits, ~~or right-of-way,~~ which provide directions to subdivisions, homebuilders and city facilities, installed and maintained by the city or a contractor authorized by the city.

Marquee sign means a permanently constructed changeable copy bulletin board either lighted or unlighted with detachable precut letters and figures.

Monument sign means any ground sign less than six (6) feet from the natural ground level to the top of the sign and whose entire bottom edge is permanently fixed and mounted to the ground in a secure and lasting manner.

Multifaced sign means a single sign with two (2) or more faces that are not parallel or back-to-back.

Parapet sign means any sign of a business establishment that is attached to, or painted upon, a low wall or railing that is attached to a building or other structure and that extends above the structural roofline of the building.

Permanent sign means any sign designed to be attached or installed by any permanent means. Permanent signs may include but are not limited to wall signs, monument signs, pole signs, painted signs, electric signs, etc.

Portable sign means any sign designed or constructed to be easily moved from one location to another, including, but not limited to, signs mounted upon or designed to be mounted upon a trailer, bench, wheeled carrier, A-frame, or other nonmotorized structure and typically allows for some alteration of the text of any displayed message or copy. A portable sign which has its wheels removed shall still be considered a portable sign hereunder (Prohibited). ~~For purposes of this chapter, trailer signs and signs on benches are to be considered portable signs. A portable sign shall be thirty-two (32) square feet or less in size. (Prohibited.)~~

Projecting sign means any sign which is affixed or attached to and supported solely by a building, wall or like structure, or parts thereof, extending more than eighteen (18) inches and the angle of incidence which to the building, wall, or structure, or parts thereof, is greater than forty-five (45) degrees.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and public meeting dates.

Snipe sign or *bandit sign* means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, stakes, fences, utility poles or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located (Prohibited).

Spectacular sign means any sign that rotates, oscillates, is animated, contains any moving parts, or contains flashing lights, including lights flashing in sequence to simulate movement. A reader board shall not be considered a spectacular sign. (Prohibited).

Temporary sign means any sign constructed of cloth, light fabric, cardboard, wall board, plywood, or other light materials and designed to be attached or installed by any temporary means so as to allow ease of installation and removal. Temporary signs are prohibited with limited exceptions. ~~(A portable sign shall not be considered a temporary sign).~~

Temporary builder sign is a temporary sign (see above) of no more than six (6) square feet that may be displayed by any home builder currently and actively engaged in any permitted residential development project within the city. These signs may be displayed off-premises from the residential development, but only on private property and only between the hours of ~~Fridays~~ Thursdays at ~~56~~:00 p.m. and Mondays at ~~87~~:00 a.m. Such signs may not be placed in any right-of-way or city easement.

Vehicular sign means any sign, including but not limited to banners, A-frame and/or feather flags, on or in any vehicle or trailer that is parked for any amount of time, incidental to its principle use for transportation. This definition shall not include signs or lettering on company vehicles that advertise only the company name, address, and phone number. This definition exempts vehicle wraps and magnetic signs on the sides and rears of cars. Vehicular signs are prohibited.

Wall sign means all flat signs, either of solid face construction or individual letters, symbols, or pictures, which are placed against any exterior, load-bearing wall of any building or structure, extending not more than twelve (12) inches from the face of such building or structure, that is parallel to the building or structure, and having the advertisement on one face only; inclusive of any sign that is painted, drawn or written on the same described type of wall of a building or structure.

Warning sign means any sign posted on private property containing thereon a regulatory warning notice and upon which no advertising matter is displayed.

Sec. 17½-4. - Violations and penalties.

Any person, including the owner, permit holder, lessee or tenant of real property upon which the sign is located, who violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction thereof by a court of competent jurisdiction shall be punished by a fine prescribed by section 1-5. Each and every day any such violation continues or is allowed to exist shall constitute a separate offense. In addition, the city attorney and/or the city council is authorized to take all legal and/or equitable action necessary to enforce compliance with this chapter.

Sec. 17½-5. - Exceptions and exemptions.

The below-listed classes of signs are allowed to be erected or placed within the city. ~~and shall be exempt from the provisions of this chapter except for Sections 17 ½–29 through 36 and Section 17 ½–46:~~

- (1) Signs which advertise the sale or lease of real property provided that:
 - a. With respect to a sign located on a predominantly residential right-of-way, the dimension does not exceed six (6) square feet per sign face and with respect to a sign located on a general right-of-way, the dimension does not exceed thirty-two (32) square feet per sign face;
 - b. The height does not measure more than six (6) feet above ground level;
 - c. With respect to on-premises signs the sign is displayed on the property for sale or lease and only one sign is placed on each street frontage and may not be placed in a right-of-way or easement;
 - d. No off-premises signs are permissible for the advertisement of any property for lease or sale;
 - e. These signs shall be maintained in good repair and legible condition; and
 - f. Signs shall be removed immediately upon being leased, rented or sold.
- (2) Signs or markers giving information about the location of underground electric transmission lines, telegraph or telephone properties and facilities, pipelines, public sewers or sewer lines, or water lines or other public utilities.
- (3) Signs erected by an agency of the state or a political subdivision of the state, which may or may not be located on public property.
- (4) On-site directional signs and street identification signs not exceeding two (2) square feet which denote the entrance, exit, direction of traffic flow, provided such directional signs do not contain advertising and are not used as such.
- (5) Directional signs not over six (6) square feet per sign face for public, charitable or religious institutions provided that the same are located on the premises of such institutions, and no more than four (4) such signs are erected on the premises.
- (6) One temporary construction sign denoting the architect, engineer, financial institution, contractor, or other principal parties when placed upon the site that is under construction provided that such sign is removed upon completion of the project.
- (7) On-premises temporary signs advertising occasional noncommercial sales (including garage sales, patio and porch sales) limited to one sign for each right-of-way frontage of the premises; each not to exceed three (3) square feet ~~each~~, provided that such signs shall be removed within one day following the sale. Signs shall not be placed or located on public property, easements, ~~and~~ utility poles, or at any off-premises location.
- (8) Professional name plates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building and not exceeding six (6) square feet per sign area.
- (9) Identification name plates or signs on apartment houses, boarding or rooming houses or similar uses not exceeding two (2) square feet in sign area.
- (10) One name plate denoting only the name of the occupants of a dwelling that does not exceed two (2) square feet in sign area and is not located closer than two (2) feet to the property line.

- (11) Memorial and/or historical signs as designated by federal, state or local government.
- (12) Warning signs or trespassing signs on private property not exceeding six (6) square feet in sign area.
- (13) One sign no more than sixteen (16) square feet in area erected in a private park to give information or to display park regulations.
- (14) On-site directional (non-advertising) signs located on a commercial site that are primarily directional in nature (i.e., traffic flow, entrance, exit, parking). Signs required by law which are necessary for operation of the business and which contain no advertising matter are permitted. These signs are not counted in the overall footage limits.
- (15) Flags of the United States, State of Texas, or any other political subdivision, ~~any flag of a bona fide religion, fraternal or charitable organization and flags of subdivisions or community associations or organizations; provided, however, that a permit shall be required for a banner erected across a right of way in accordance with section 17½-59(b) of this chapter;~~ or any flag of a religious, fraternal, or charitable organization; flags of a historic, political, religious or military nature displayed on private property with the consent of the property owner.
- (16) ~~Signs—Any sign~~ erected by the City of Alvin, ~~as a public service announcement or greeting.~~
- (17) ~~Company~~ Flags ~~which carry a displaying only a~~ commercial insignia, emblem, or wording provided such flag is affixed to a flagpole, are limited to one flag per business location and cannot exceed thirty-five (35) square feet in area, ~~on a flagpole.~~

Flags containing a commercial copy or logo, excluding the flags of any country, state, city, school, or church are prohibited in residential ~~zones~~ areas and on any residentially developed property.

a. Exceptions:

- 1. Flags used as subdivision signs.
- 2. Flags used for open house not to exceed seventy-two (72) hours, and no more than two (2) events per month.

- (18) For business establishments only, one (1) temporary on-premises banners may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:

- a. No such banner shall be erected unless a permit is first obtained from the ~~sign administrator~~ Code Enforcement Officer.
- b. Banners shall be constructed of either plastic, fabric or film.
- c. ~~Each~~ Banner shall not exceed thirty-two (32) square feet and only one banner may be displayed with each permit.
- d. The permit for such banner shall be issued for a maximum of twenty-~~eight~~ one (~~21~~28) consecutive days ~~a year~~ four (4) times a year, with a permit for each occurrence. Each occurrence may be taken as one twenty-eight (28) day permit or

~~divided into two fourteen (14) day permits, taken as one permit, or broken into three (3) seven-day increments never totaling more than twenty-one (21) days a calendar year.~~

- e. Banners shall be placed firmly against the wall of the building or placed between two stakes in front of the address receiving permit.
 - f. ~~All banners, at all times~~ At no time, shall ~~not a banner~~ project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of way or easement. All banners mounted to buildings shall be flush mounted.
 - g. All banners shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All banners shall be tightly secured and attached at all 4 corners and not obstructing the view of traffic.
 - h. If any violations are found or exist, the ~~sign official~~ Code Enforcement Officer has the authority to issue citations and/or discretion to remove the banner without further notice to the property owner. Any banners removed by the Code Enforcement Officer will be immediately disposed of.
 - i. Any new ~~(opened within the last ninety (90) days)~~ business is allowed an additional fourteen (14) consecutive days within ~~during that~~ ninety (90) days from the date on the Certificate of Occupancy. (see Section 17½-59 (c) – Special Event Signs, Grand Opening Banners Signs).
- (19) Temporary on-premises signs that commemorate recognized state holidays, only for a _____ time period not to exceed thirty (30) days before, and ten (10) days after the holiday.
- (20) Special event signs as provided in subsection 17½-589(a) of this chapter.
- (21) A business establishment whose primary business is the retail sale of newly manufactured automobiles, newly manufactured motorized vehicles and/or equipment (e.g. recreational vehicles, tractors, heavy machinery, all-terrain vehicles, etc.) and that acts as an authorized, licensed dealership for the automobile manufacturer; may display the following types of permanent signage:
- a. One ground sign for each business frontage for each specific vehicle manufacturer sold on the premises. The height of such signs shall be no greater than thirty-five (35) feet above grade and the sign surface area shall be no larger than three hundred (300) square feet. An additional one hundred (100) square feet of electronic reader board may be displayed as well.
 - b. One main wall sign (or canopy sign) for each business frontage that does not exceed one hundred fifty (150) square feet in surface area. Such signs may be illuminated and are considered in addition to other signs permitted elsewhere in this chapter.
 - c. Such signs shall be restricted to advertising only the particular business(es) operating on the property on which the sign is installed.
 - d. No more than one on-premises freestanding sign.
- ~~(21) New automobile dealerships, defined as a commercial establishment whose primary business is the retail sale of newly manufactured automobiles etc. and that acts as an~~

~~authorized, licensed dealership for the automobile manufacturer; may display the following types of signage:~~

- ~~a. — One ground sign for each business frontage for each specific vehicle manufacturer sold on the premises. The height of such signs shall be no greater than thirty-five (35) feet above grade and the sign surface area shall be no larger than three hundred (300) square feet. An additional one hundred (100) square feet of electronic reader board may be displayed as well.~~
- ~~b. — One main wall sign (or canopy sign) for each business frontage that does not exceed one hundred fifty (150) square feet in surface area. Such signs may be illuminated and are considered in addition to other signs permitted elsewhere in this chapter.~~
- ~~c. — Flags no greater than twelve (12) square feet each may be displayed on the perimeter of the business frontages at a distance no closer than twenty-five (25) feet from one another.~~
- ~~d. — Streamers may be displayed only in a manner that presents them as horizontal and at a height that permits the safe and unrestricted passage of emergency vehicles. Streamers may not be affixed to the ground or to any public utility poles, wires, cables or sign structures.~~
- ~~e. — Each dealership is permitted the display of one banner, no greater than forty-eight (48) square feet in size, for each manufactured brand of automobile sold by and at the dealership.~~

~~(22) — Commercial establishments whose primary business is the retail sale of newly manufactured motorized vehicles and/or equipment, and that acts as an authorized, licensed dealership for the manufacturer; may display the following types of signage:~~

- ~~a. — One ground sign for each business frontage on each street that abuts the tract or lot upon which the business or integrated business development is located, for specific vehicle manufacturers sold on the premises. The height of such signs shall be no greater than thirty-five (35) feet above grade. The total sign surface area, including each authorized dealer accessories signage, shall be no larger than three hundred (300) square feet. In lieu of a three (300) hundred square feet combined signage, one hundred (100) square feet of electronic reader board may be displayed.~~
- ~~b. — Such signs shall be restricted to advertising only the particular business(es) operating on the property on which the sign is installed.~~

~~c. — No more than one on-premises freestanding sign.~~

(22) Sculptures, statues, or works of art; provided, however, that such object or structure is not identifiable in any way by use of a trademark or logo, advertising, campaign link or other business activity.

(23) Signs containing noncommercial messages or messages otherwise protected by the constitution of the United States or The State of Texas; provided, however, that there shall be no more than four (4) such signs on any one property and the total square footage of all such signs shall not exceed thirty-six (36) square feet.

(24) For any business establishment, one (1) temporary on-premises feather flag may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:

- a. No such feather flag shall be erected unless a permit is first obtained from the Code Enforcement Officer.
- b. Feather flag shall be constructed of plastic, fabric or film.
- c. Feather flag shall not exceed thirty-two (32) square feet and only one feather flag may be displayed with each permit.
- d. The permit for such feather flag shall be issued for a maximum of twenty-eight (28) consecutive days four (4) times a year, with a permit for each occurrence. Each occurrence may be taken as one twenty-eight (28) day permit or divided into two fourteen (14) day permits.
- e. At no time shall a feather flag project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of-way or easement.
- f. All feather flags shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All feather flags shall be installed in a secure manner and not obstructing view of traffic.
- g. If any violations are found or exist, the Code Enforcement Officer has the authority to issue citations and/or discretion to remove the feather flag without further notice to the property owner. Any feather flags removed by the Code Enforcement Officer will be immediately disposed of.
- h. Any new business is allowed an additional fourteen (14) consecutive days within ninety (90) days from the date on the Certificate of Occupancy (see Section 17½-58 (c) – Special Event Signs, Grand Opening Signs).

25) Handheld signs on private property with permission from the property owner and not displayed upon any public right of way, including but not limited to, any public street, alley or other public property.

Secs. 17½-6—17½-9. – Reserved.

ARTICLE II. – SIGN ADMINISTRATION

Sec. 17½-10. — Enforcement authority.

The ~~b~~B~~uilding~~ ~~e~~O~~fficial~~ shall be the ~~s~~S~~ign~~ ~~a~~A~~DMINISTRATOR~~ charged with administering the terms and conditions of this chapter pertaining to permanent signage (permitting, regulating size, location, etc.). The ~~sign administrator and e~~C~~ode~~ ~~e~~E~~NFORCEMENT~~ ~~e~~O~~FFICERS~~ ~~are~~ is charged with administering the terms and conditions of this chapter pertaining to temporary signage (permitting, regulating size, location, etc.). ~~designated as the sign officials to enforce the terms and conditions of this chapter and all other provisions of law relating to all signs in the city and its extraterritorial jurisdictions. The sign officials may occasionally designate and enlist other persons to assist in~~

~~the enforcement of this chapter.~~ The ~~s~~Sign ~~Administrator officials and/or Code Enforcement Officer~~ may enter any building, structure, or other premises or property between the hours of ~~8~~7:00 a.m. and ~~5~~6:00 p.m., Mondays ~~s~~ through ~~Thursday~~ Fridays, for the purpose of inspecting and investigating signs or sign structures; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life or severe property damage, and where the owner, agent or tenant in charge of the property is not available after the ~~sign official~~ Sign Administrator and/or Code Enforcement Officer has ~~ve~~(s) made a good faith effort to locate same, the ~~s~~Sign ~~official~~ Administrator and/or Code Enforcement Officer may enter the aforementioned structures and premises at any time upon presentation of proper identification to any other person on the premises. Whenever the ~~s~~Sign ~~official~~ Administrator and/or Code Enforcement Officer shall enter upon private property, under any circumstances, for the purpose of inspecting and/or investigating signs or sign structures, which property has management in residence, such management, or the person then in charge shall be notified of his/her presence and shown his/her official credentials. Whenever the ~~s~~Sign ~~official~~ Administrator and/or Code Enforcement Officer is/are denied admission to inspect any premises, inspection shall be made under authority of a warrant issued by a magistrate authorizing the inspection for violation of this chapter. In applying for such a warrant, the ~~s~~Sign ~~official~~ Administrator and/or Code Enforcement Officer shall submit to the magistrate his/her affidavit setting forth his/her belief that a violation of this chapter exists with respect to the place sought to be inspected and his/her reasons for such belief. Such affidavit shall designate the location of such place and the name of the person believed to be the owner, operator or occupant thereof. If the magistrate finds that probable cause exists for a search of the premises in question, he shall issue a warrant authorizing the search, such warrant describing the premises with sufficient certainty to identify it. Any warrant so issued shall constitute authority for the ~~s~~Sign ~~officials~~ Administrator and/or Code Enforcement Officer to enter upon and inspect the premises therein.

Sec. 17½-11. — Specific enumerated powers of sign officials.

- (a) The ~~s~~Sign ~~a~~Administrator's authority to administer and enforce the conditions of this chapter shall include, but not be limited to, the following specific enumerated powers as it pertains to permanent signage:
- (1) Issuance of permits (new and renewal) and licenses pursuant to this chapter;
 - (2) Inspection and approval and/or rejection of ~~new~~ permanent signs (new or existing);
 - (3) Issuance of stop work orders;
 - (4) Initiation of revocation proceedings; and
 - (5) All powers not specifically enumerated herein necessary to enforce compliance with this chapter (permanent signage).
- (b) The ~~e~~Code ~~e~~Enforcement Officer's ~~officials'~~ authority to administer and enforce the conditions of this chapter shall include, but not be limited to, the following specific enumerated powers as it pertains to temporary signage:
- (1) Issuance of ~~renewal~~ permits and licenses pursuant to this chapter;
 - (2) Inspection and approval and/or rejection of ~~existing~~ temporary signs (new or existing);
 - (3) Issuance of stop work orders;

- (4) Initiation of revocation proceedings; and
- (5) All powers not specifically enumerated herein necessary to enforce compliance with this chapter (temporary signage).

Sec. 17½-12. ~~—~~ Stop work orders.

A ~~s~~Sign ~~official-Administrator and/or Code Enforcement Officer~~ shall have authority to issue stop work orders in cases where a sign is being installed or constructed in violation of this chapter or any other ordinance of this city. Upon issuance of a stop work order from the ~~s~~Sign ~~official-Administrator and/or Code Enforcement Officer~~, work on any sign that is being installed shall immediately cease. Such stop work order shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Following the issuance of a stop work order, the ~~s~~Sign ~~a~~Administrator and/or Code Enforcement Officer shall initiate proceedings to revoke any permit issued for the work covered by such stop work order, consistent with the provisions of this chapter, unless the cause of the stop work order is resolved to the ~~s~~Sign ~~official's~~ Administrator's and/or Code Enforcement Officer's satisfaction. Issuance of a sign erection permit or sign use permit shall not constitute a waiver of the ~~s~~Sign ~~officials'-Administrator's and/or Code Enforcement Officer's~~ right to issue a stop work order, nor shall such constitute a waiver of this chapter or any other city ordinance.

Sec. 17½-13. ~~—~~ Sign removal and revocation procedures.

- (a) In case any sign is installed, erected or maintained in violation of any term of this chapter, in addition to any other rights and remedies provided herein, a ~~code-enforcement-officer- Sign~~ Administrator and/or Code Enforcement Officer shall give written notice of the violation to the owner, permittee or agent of the owner or permittee. Such notice shall order compliance with this chapter or removal of the sign. Written notice shall be given by certified mail or personally served upon the owner, permittee or owner's or permittee's agent. If the order is not complied with within ten (10) days of receipt of the notice, a ~~Sign-Official- Sign~~ Administrator and/or Code Enforcement Officer shall initiate proceedings to revoke the permit and/or remove the sign at the expense of the owner or permittee.
- (b) Proceedings shall commence by calling for a hearing before the ~~Building board-Board~~ of ~~adjustments-Adjustments~~ and ~~appeals~~Appeals ("BBOAA"), as the same may be hereafter designated. The person whose sign is under consideration shall be given at least ten (10) calendar days' written notice of the hearing and shall be permitted to present relevant facts and arguments regarding the pending revocation or removal. Following the hearing, the ~~BBOAA board-of-adjustments-and-appeals~~ shall consider the merits of the case and issue a written opinion. If the ~~BBOAA board-of-adjustments-and-appeals~~ finds that the sign does not comply with this chapter, it may revoke the permit or designate compliance within a specified period of time and order the city to remove the sign if compliance is not effected within the specified time period recommended by the ~~board~~Board. The ~~board-Board~~ may also recommend immediate removal by the owner or permittee or the city.
- (c) If, in the opinion of the ~~Sign Administrator and/or Code Enforcement Officer~~ ~~sign-official~~, the health, safety or welfare of the citizens is in immediate danger from a violation of this chapter, the ~~Sign Administrator and/or Code Enforcement Officer~~ ~~sign-official~~ may immediately revoke the permit and remove the sign(s). In such case a hearing shall be held as

soon as possible thereafter, but in no case later than three (3) business days after the date of the revocation and removal, unless the affected person submits a written request for a later date. In a hearing held under this subsection, the ~~boa'rd's~~Board's authority shall include recommending the return of the sign if the facts warrant such action.

- (d) The provisions of this section shall be considered subordinate to any action taken by ~~Ceity council~~Council, and not in lieu of the remedy provided by charging a violation of this chapter in municipal court, or any other remedy provided by law or in equity.

Sec. 17½-14. - Appeals to city council.

Any person wishing to appeal a decision of the ~~BBOAA board of adjustments and appeals~~ on the grounds that the decision misconstrues or wrongly interprets this chapter may, within ten (10) days after the decision, appeal the same to the ~~city~~City ~~e~~Council provided that the appealing party gives written notice of the appeal to the city secretary within the ten-day period. Such recourse and remedy ~~is are~~ afforded to both the permit holder and the city.

Sec. 17½-15-. - Impounded signs.

Permanent ~~S~~signs removed in accordance with this chapter shall be transported to a location designated by the city for storage. ~~The Sign Administrator~~ officials shall maintain records denoting the location of the signs, when they were impounded and the date on which they were impounded and shall hold the same in the storage area for a period of not more than thirty (30) days. However, all temporary signs removed by the Code Enforcement Officer will be immediately disposed of. Any sign so held may be redeemed by the owner upon payment of an impoundment fee and storage fee in an amount as set forth in chapter 28 of this Code. Such fees shall be in addition to and not in lieu of any fine imposed for a violation of this chapter. Any sign not redeemed within thirty (30) days of the impoundment date, or within ten (10) days of a decision of its conformance to this chapter, whichever occurs later, shall be considered abandoned property and shall become the property of the City of Alvin. Any such signs shall either be destroyed or transferred to surplus and sold or disposed of in the same manner as surplus property of the city.

~~Secs. 17½-15—Sec. 17½-16-. - Reserved.~~

ARTICLE III. –PERMITS

Sec. 17½-178-. - Sign permits.

- (a) *Sign permits required for permanent and/or temporary signage.* Unless provided otherwise in this chapter, it shall be unlawful for any person, to erect, place, rebuild, reconstruct, structurally alter, move, or use any sign within the city without first obtaining a sign permit and paying scheduled fee(s). Permits shall not be transferable and shall be valid only for the sign for which it is issued. In addition to the penalty provided in section 17½-4 of this chapter, any person convicted of erecting, placing, rebuilding, reconstructing, structurally altering, moving, or using a sign without a sign permit shall not be eligible to obtain any sign permit for a period one hundred eighty (180) days.

- (b) *Application requirements for sign permits pertaining to permanent signage.* Every person desiring a permit for a permanent sign required by this chapter shall file with the ~~s~~Sign ~~a~~Administrator, a written application on forms to be furnished by the city and signed by the applicant or a duly authorized officer or agent of the applicant. All such applications shall contain or require the following:
- (1) The name, address, and telephone number of the applicant and (if different) additionally the person who owns or will own the sign;
 - (2) The location (address or lot description) upon which the sign will be placed;
 - (3) The name of the person erecting the sign and all related support structures;
 - (4) Any electrical permits required for the sign;
 - (5) The notarized written consent of the owner or his/her duly-authorized agent of the land, building, or structure on which the sign is to be erected (for off-premises signs permitted herein);
 - (6) A plan or plans drawn to scale which shall include the following:
 - a. The dimension of the sign and, where applicable, the dimension of the wall surface of the building to which it is to be attached;
 - b. The dimension of the sign's supporting members;
 - c. The maximum and minimum height of the sign;
 - d. The proposed location of the sign in relation to the face of the building in front of which it is to be erected;
 - e. The proposed location of the sign in relation to the boundaries of the lot upon which it is to be situated;
 - f. The location of all electrical transmission lines within thirty (30) feet of any part of such proposed sign structure; and
 - g. The position of the sign in relation to nearby buildings or structures and all street curb lines and sidewalks bounding any part of the lot upon which the sign is to be placed/erected.
 - h. Wind load calculations and engineered sealed drawings for all ground signs or freestanding signs with a sign area greater than three (3) feet by five (5) feet.
 - i. The position and location of all public ~~right-of-ways~~ rights-of-way, easements and public utility lines and easements.
 - (7) Such other information deemed necessary by the sign administrator to show compliance with this chapter and other ordinances.
- (c) *Issuance of permanent sign permits.* Upon the filing of an application for a sign permit, the plans, the specifications, and other data, as applicable, shall be examined by the Sign Administrator. If it appears that the proposed sign is in compliance with the requirements of this chapter and other applicable laws of the city, the Sign Administrator shall issue a sign permit to the applicant. With the exception of street banner permits, sign permits shall expire after one hundred eighty (180) days from the date of issuance. Failure to erect, reconstruct,

alter, rebuild, or move a permitted sign (other than a street banner) within one hundred eighty (180) days of the granting of the permit shall mean the applicant must reapply for a new permit. A street banner permit shall expire one week after the civic event it advertises.

Sec. 17½-189. - Fees.

- (a) The sign permit fees for ground, freestanding, banners, [feather flags](#) and all other signs, unless excepted, shall apply and must be paid by the applicant. The fees shall be as set forth in chapter 28 of this Code.
- (b) Reinspection fees shall be in an amount as set forth in chapter 28 of this Code.

Sec. 17½-2019. - Exceptions to permit requirements: – [Permanent Signs](#)

A sign permit shall not be required for the following:

- (1) The changing of the advertising copy or message of a painted sign;
- (2) The changing of the advertising message or copy or message of an electrical sign, if such electrical sign is specifically designed for the use of replaceable copy;
- (3) The electrical, repainting, or cleaning maintenance of a sign; however, all electrical work will require an electrical permit; or
- (4) The repair of a sign; provided, however, that reinspection fees shall apply, and unless the sign is an existing, nonconforming sign (relative to this chapter), whereupon an inspection and assessment of the damage valuation shall be made by a ~~s~~[Sign Administrator](#) ~~official~~ prior to any repairs being initiated.

Sec. 17½-201. - Special use permits.

- (a) The ~~b~~[Building](#) ~~b~~[Board](#) of ~~a~~[Adjustments](#) and ~~a~~[Appeals](#) ("[BBOAA](#)") shall be empowered to vary the provisions of this article if it appears that the provisions would work in manifest injustice, considering such factors as sign location and other pertinent factors. Such decision of the ~~building board of adjustments and appeals~~ [BBOAA](#) should not however conflict with the spirit of this article; which is one of safety, provision of adequate light, open space and air, conservation of land and building values and to encourage the most appropriate use of land. All requests to vary any sign regulations will require a special use permit, which requires approval by the ~~building board of adjustments and appeals~~ [BBOAA](#) by a two-thirds (-2/3-) vote.
- (b) Non-refundable fee. An applicant for a special use permit shall pay a non-refundable fee, in an amount provided for in the fee schedule in chapter 28.

~~Secs. 17½-22, 17½-23. – Reserved.~~

Sec. 17½-214. - Issuance of permits not waiver.

The issuance of a sign permit shall not constitute a waiver of any requirement of this chapter or any other applicable ordinance of the city. The city may avail itself of all lawful remedies in connection with violations of this chapter.

ARTICLE IV. - CONSTRUCTION, PLACEMENT AND MAINTENANCE

Sec. 17½-29. - Structural requirements.

- (a) *Compliance with other ordinances.* All signs and sign structures shall comply with the applicable requirements of the other ordinances adopted by the city.
- (b) *Transmission lines, minimum spacing.* All signs and sign structures shall have a minimum clearance of fourteen (14) feet vertically and shall have a horizontal clearance equal to its height from any transmission line carrying seven hundred fifty (750) volts or greater.

Sec. 17½-30. - Measurement of signs.

- (a) *Wall signs.* The sign facing or surface area of a wall sign shall be computed to include the entire area on a vertical wall and within a regular geometric form comprising all display area of the sign and all the applicable elements.
- (b) *Ground signs (freestanding sign).* The sign facing or surface area shall be computed to include the entire area within a regular geometric form comprising all the display area of the sign and the frame. Supporting structural members not bearing advertising matter, identifying color, symbols, wording or pictures shall not be included in computation of surface area, but shall be included in the measurement and determination of a sign's height.
 - (1) *Irregular signs.* In calculating the area of irregular signs or separately mounted signs on one supporting structure, the area shall be that of the smallest regular geometric form that will wholly contain all the elements including the frame.
 - (2) *Multifaced signs.* In calculating the area of multi-faced signs, all faces of a multifaced sign shall be included. Each V-shaped sign, the faces of which are mounted at forty-five (45) degrees or less, and double-faced or back-to-back signs, shall be considered a single sign for the purpose of measurement.
- (c) *Signs under canopies.* A sign under a canopy shall not exceed three (3) square feet (1' × 3') and must be at least eight (8) feet above the walkway.

Sec. 17½-31. - Projection of signs.

- (a) A supporting member of a sign shall be located at least three (3) feet from the property line of the property upon which it is situated.
- (b) No sign or any portion thereof shall project or extend more than two (2) feet from the exterior of the building to which it is affixed.
- (c) Signs projecting more than eighteen (18) inches from the face of the building or supporting structure over private property used or intended to be used by the general public shall have a minimum clearance of eight (8) feet above the pavement or finished grade.
- (d) No sign shall be attached to a building in such a manner that the sign surface, or any part thereof, exceeds in height the roofline or parapet wall of such building.

- (e) Building canopy signs must be flush mounted on the canopy and shall not project above or below the face of the canopy and shall not be of a height greater than fourteen (14) feet above finished grade.
- (f) Service station refueling canopy signs shall not project above or below the canopy fascia itself and shall not be of a height greater than twenty (20) feet above finished grade.

Sec. 17½-32. - Illumination of signs.

- (a) It shall be unlawful for any person to erect, structurally alter, relocate, or maintain any sign which creates glare upon a public street, sidewalk, or adjacent residential property.
- (b) Nonenergized signs may be illuminated from an independent artificial source provided such illumination is concentrated upon the area of the sign only and does not cause glare upon any street, driveway, parking area, or adjacent residential property. No strobe lights or flashing lights will be allowed, nor will electronic reader boards be permitted to flash or display anything other than letters, words, text copy and typographical symbols.

Sec. 17½-33. - Fire hazards.

- (a) It shall be unlawful for any person to erect, structurally alter, or relocate any sign in such manner as to obstruct or in all probability cause to obstruct:
 - (1) Ingress or egress;
 - (2) Lighting or ventilation;
 - (3) Fire fighting;
 - (4) Escape from a building;
 - (5) Free passage from one part of a roof to any other part thereof.
- (b) It shall be unlawful for any person to attach any sign to an exterior stairway, fire escape, fire tower, or balcony serving as a horizontal exit.
- (c) It shall be unlawful for any person to erect, structurally alter, or relocate a sign in such manner that all or any portion of such sign or its supporting structure will interfere in any way with the free use of any fire escape, exit, or standpipe, or obstruct any required ventilator, door, or stairway.
- (d) Any cloth sign or banner that is attached to a building shall be flame retardant.

Sec. 17½-34. - Traffic hazards.

It shall be unlawful for any person to erect, structurally alter, or relocate any sign in such manner as to constitute a hazard to pedestrian or vehicular traffic or in such manner as to obstruct free and clear vision, regardless of location, by reason of the position, shape, color or movement which may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device. Nor shall such sign make use of any word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse vehicular or pedestrian traffic. Further, any public display of any sign resembling, or once used as, a traffic control sign or other traffic device is expressly prohibited by this chapter.

Sec. 17½-35. - Prohibited signs.

Unless specifically authorized in another section of this chapter, signs of the following nature are expressly prohibited from and after the effective date of this chapter:

- (1) Off-premises signs; except that a business shall be allowed one off-premises directional sign. Any such sign must be a freestanding sign not exceeding sixteen (16) square feet and no more than six (6) feet in height. Such signs must be displayed upon private property and shall comply with the other provisions of this chapter.
- (2) Signs which contain statements, words, or pictures of an obscene, indecent, or immoral character as they will offend public morals or decency as determined by the city council, and in accordance with relevant definitions of the Texas Penal Code.
- (3) Signs which advertise an activity, business, or service no longer conducted on the premises upon which the sign is located.
- (4) Signs which move or contain visible moving parts.
- (5) Banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, [balloons](#), [inflatables](#), [feather flags](#) or other similar devices, either individually or attached to a sign or building.
- (6) Signs attached to or located upon exposed amenities such as benches, trash containers, trees, shrubbery, fences, fence posts or any structure used or intended for any other purpose.
- (7) Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
- (8) Snipe or bandit signs.
- (9) Spectacular signs, iridescent painted signs, signs with fluorescent colors and signs that make or create noise.
- (10) Temporary signs.
- (11) Portable signs.
- (12) [Handheld signs are prohibited upon any public rights-of-way, including, but not limited to, any public street, alley, or other public property.](#)

Sec. 17½-36. - Signs on public property.

- (a) Except as provided in subsection (b [and c](#)), it shall be unlawful to erect, maintain, or place or cause to be erected, maintained or placed a sign upon, in, or above a public street, public sidewalk, public alley, public right-of-way, public curb or other public improvement in any public street or grounds, a public bridge or part of same, public building or structure or any other public place. Any such sign prohibited herein shall not be subject to the provisions of section 17½-13 and may be seized and impounded by the city in accordance with the provisions of section 17½-15 of this chapter.

- (b) Public athletic facilities may have signs attached to fences surrounding such facility to provide public information or team sponsor advertising. Except for scoreboards, such signs shall not project above the fence line and shall face the athletic facility.

(c) *Public parks.* Public parks may have signs to give information and/or regulations concerning park use.

Sec. 17½-37. - Signs on predominantly residential rights-of-way.

The following restrictions shall apply to signs on predominantly residential rights-of-way in addition to any other requirements in this chapter:

- (1) Only one on-premises sign not exceeding six (6) square feet in sign area shall be permitted per property. For property that has multiple dwelling units, one additional sign totaling not more than thirty-two (32) square feet in sign area shall be permitted.
- (2) Signs may be placed anywhere on the premises except as restricted in this chapter. Signs may not project beyond any property line and, if ground mounted, the top shall not be more than five (5) feet above natural ground level. If building mounted, such signs shall be flush mounted and shall not project above the roofline.
- (3) Marquee panels are prohibited in platted residential areas with the exception of one reader panel erected for the sole use of the homeowner's association of the subdivision.
- (4) Subdivisions shall be allowed one permanent identification sign at each entrance. The total sign surface area at each entrance shall not exceed fifty (50) square feet.

Signs authorized by this section that do not exceed six (6) square feet in sign area shall not require a permit for installation and erection.

Sec. 17½-38. - Signs on general rights-of-way.

The following provisions and restrictions shall apply to signs adjacent to general rights-of-way in addition to any other requirements in this chapter. Only the following on-premises signs shall be allowed per property:

- (1) *Wall signs.*
 - a. *Size and number.* ~~One~~ Two wall signs ~~is~~ are permitted for each business or integrated business development with an allowable total sign area equal to ten (10) percent of the total wall area. Exterior window signage, for purposes of this chapter, is included in this size computation for wall surface area and, likewise, any text affixed to windows shall be counted as part of the overall wall sign size. Any window used for signage shall remain at least fifty (50) percent unobstructed. ~~Business establishments having property frontage to more than one general right-of-way (e.g. located on a street corner of two (2) intersecting streets) may have a second wall sign on a second wall.~~
 - b. *Location.* A wall sign shall not project above the roofline. The sign must be located on the site where the goods or services are offered.

- c. *Illuminated signs.* No wall sign may be illuminated if it faces a residential subdivision and is located less than fifty (50) feet from a residential property line.

(2) *Ground signs or freestanding signs.*

- a. *Size and number.* Except as provided below, one ground sign is permitted for each business or integrated business development on each street that abuts the tract or lot upon which the business or integrated business development is located. The allowable total sign area for each business shall be fifty (50) square feet, including the frame; provided, however, that a shopping center or integrated business development shall be limited to a total sign area of three hundred (300) square feet including the frame. In addition, each ground sign may have a reader board of up to forty (40) square feet attached to it. A reader board panel shall be treated as a ground sign or a component thereof. A business or integrated business development shall not be allowed to erect a ground sign or freestanding at any location that is contiguous to, or located within three hundred (300) feet of any part of, a residential subdivision; rather, a monument sign shall be permitted. Monument signs containing reader board panels shall not exceed fifty (50) square feet in their entirety (overall sign surface area).
- b. *Location and height.* A ground sign shall be set back so that no part of such sign overhangs public property or easements. The height, including any part of the sign or structure, shall not exceed twenty-five (25) feet in height above the highest finished grade at the front property line, or five (5) feet above the roofline of a business establishment, whichever is lower. The sign must be located on the site where the goods or services are offered.
- c. Open or empty panel spaces must be filled with opaque, blank panels of the same color.

- (3) *Canopy signs.* One canopy sign is permitted for each business or integrated business development and the specific sign area is limited to no more ~~than~~ twenty (20) percent of the total canopy area. Each directional surface of a canopy shall be considered one sign surface (e.g., a three-sided (u-shaped canopy) shall equate to three (3) sign surfaces). The edge of the canopy sign shall not extend beyond the length or width of the canopy to which it is attached.

- (4) *Awning signs.* One awning sign is permitted for each business or integrated business development and the specific sign area is limited to no more than twenty (20) percent of the total awning area. Each directional surface of an awning shall be considered one sign surface (e.g., a three-sided (u-shaped awning) shall equate to three (3) sign surfaces).

Sec. 17½-39. - Specific use signs.

On-premises wall and ground signs used to advertise bona fide religious, institutional, fraternal or nonprofit organizations shall be subject to the provisions set forth in section 17½-38. Such signs shall be maintained according to the provisions of this chapter and the currently adopted International Building Code, ~~most current edition~~.

Sec. 17½-40. - Signs on highway frontage.

All signs in this section shall comply within applicable state requirements. The following provisions and restrictions shall apply to signs adjacent to general rights-of-way in addition to any other requirements in this chapter. Only the following on-premises signs shall be allowed for each business establishment as defined in section 17½-2.

- (1) This section applies to business establishments located along the following highway areas; beginning at the city limits on State Highway 35 North, continuing along State Highway 35 Bypass, and ending at the city limits on State Highway 35 South ("the roadway").
- (2) Ground signs or freestanding signs.
 - a. Size and number. One on-premises sign is permitted for each business establishment. The total sign area shall be no greater than one hundred (100) square feet, including the frame. In addition, each sign may have a reader board attached to it with the total area no greater than seventy (70) square feet.
 - b. Location and height. The sign must be positioned to be viewable from the roadway and located within one hundred (100) feet of the right-of-way of the roadway. The height, including any part of the sign or structure, shall not exceed thirty-five (35) feet in height above the highest finished grade at the front property line. The sign must be located on the business establishment's site.
 - c. All signs shall comply with the applicable provisions of the most current editions of the International Building Code and National Electrical Code adopted by the city.

Sec. 17½-41. - Temporary political signs.

- (a) The purpose of ~~the~~this article is to provide reasonable regulations for electioneering on city owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.
- (b) Political signs shall not be placed on or within the right-of-way. This includes posting signs on trees, telephone poles, traffic signs and other objects ~~on~~in the right-of-way. Signs erected in right-of-way or posing a traffic hazard will be removed without prior notice.
- (c) A temporary political sign may be placed on public property that serves as an early voting location or an election day voting location. Only signs that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location. A maximum of ten (10) signs per candidate or issue may be placed at each polling location and must be self-supporting and stand alone in nature; not being attached to any other. Each temporary political sign may not:
 - (1) Exceed thirty-six (36) square feet per sign face.
 - (2) Exceed eight (8) feet in height.
 - (3) Be illuminated or have any moving elements.
 - (4) Be within one hundred (100) feet of an outside door which a voter may enter the public building.

- (5) Be placed on the premises earlier than twenty-four (24) hours before the commencement of early voting if being placed at an early voting location or the commencement of election day voting if being placed for an election day voting location.
- (6) Remain on the premises more than twenty-four (24) hours after early voting has ended if placed at an early voting location or after election day voting has ended if being placed at an election day voting location. Said signs do not have to be removed in the time between early voting and election day.
- (d) All political signs posted on public property in violation of this section are hereby declared to be public nuisances, and may be abated as such by the city. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the city and may be disposed of at the discretion of the city.
- (e) Political signs may be placed on private property with the owner's permission ninety (90) days before an election and shall be removed within ten (10) days after the election.

Secs. 17½-42—17½-45. - Reserved.

ARTICLE V. - SIGN TYPES

DIVISION 1. - GENERALLY

Sec. 17½-46. - Painted signs.

Painted signs shall be on permanently weatherproofed materials and all sign surfaces shall be painted or treated with weatherproofed materials.

Sec. 17½-47. - Electrical signs.

Any electrical sign shall conform fully to the applicable requirements of the National Electrical Code (current edition), adopted by section 89-6 of this Code of Ordinances, and shall receive a permit under the provisions of the National Electrical Code (current edition) and this chapter. Electrical signs shall be mounted with internal support and structures.

Sec. 17½-48. - Abandoned signs.

Any on-premises or off-premises sign structure otherwise lawfully erected and maintained which has no copy, transcript, reproduction, model, likeness, image, advertisement, ~~or~~ written material, ~~or is~~ illegible, or has become unkempt or illegible for a period of ninety (90) consecutive days shall be considered to be in violation of this chapter and shall be rendered blank, restored to use or removed by the owner or permittee within thirty (30) days of receipt of notice from ~~a sign official~~ the Sign Administrator and/or Code Enforcement Officer. If the sign is not rendered blank, restored to use or removed within such time period, it shall be considered abandoned and subject to removal by the city. Any on-premises sign which no longer has a business purpose applicable to the property because of the closure of the business, change in business name or other reason rendering the sign nonapplicable to the property shall be removed or rendered blank by the owner or permittee within ninety (90) days from the date of the action that caused the sign to no longer have a business purpose.

A condition of approval for all sign permits shall be that the permit holder or owner of the building, or premises, at his own expense, removes all abandoned signs. New signs for a building or property on which an abandoned sign is located shall not be approved until the abandoned sign is removed. Approval may be given on the condition that the abandoned sign is removed before a new sign is erected.

Sec. 17½-49. - Nonconforming signs.

- (a) Signs which do not conform to this chapter, but which lawfully existed and were maintained on the effective date of this chapter shall be kept in good repair and visual appearance and no structural alteration shall be made thereto. An off-premises nonconforming sign that is destroyed, blown down or dismantled for any purpose other than maintenance operations or for changing the letters, symbols or other matters on the sign shall not be allowed to be replaced. A nonconforming on-premises sign that is destroyed, blown down, or dismantled for any purpose may be replaced provided that the sign conforms to the requirements of this chapter. For purposes of this section a sign shall be considered to have been destroyed if the estimated cost to repair the sign is more than fifty (50) percent of the cost of erecting a new sign of the same type at the same location.
- (b) Businesses that have one or more nonconforming on-premises signs will not be granted permits for new signs unless the permit is for a conforming on-premises sign that will replace a nonconforming on-premises sign.

Secs. 17½-50—17½-55. - Reserved.

DIVISION 2. - TEMPORARY SIGNS

Sec. 17½-56. - Generally; unlawful to erect, alter or relocate.

Unless otherwise specifically authorized in section 17½-5 of this chapter, it shall be unlawful for any person to erect, structurally alter or relocate a temporary sign. Temporary signs erected in violation of this chapter are subject to removal and/or impoundment according to the provisions of this chapter.

Sec. 17½-57. ~~—~~ Temporary signs for developments under construction. ~~Real-estate development signs.~~

- (a) ~~Main entrances (on-premises);~~ Subdivisions and developments under construction signs.
 - (1) Allowed. One temporary ~~real-estate~~-subdivision sign may be located at each of any of the main entrances ~~of~~ to any new residential subdivision. One temporary sign for developments under construction shall be allowed for the tract or lot on which the building or complex is located, in order to give information concerning leasing, renting, selling, financing, and/or contracting. Off-premises temporary signs, except kiosk signs, advertising subdivisions or developments under construction are prohibited.
 - (2) Size. The sign facing for each such temporary ~~real-estate~~-subdivision sign shall not exceed fifty (50) square feet in area and be no more than twelve (12) feet in height.
 - (3) Removal. All temporary ~~real-estate~~-subdivision signs shall be removed when the lots in the subdivision have been sold to homebuyers. All temporary signs for developments

~~under construction shall be removed upon completion of the project. subdivision is completely sold out. After removal, each temporary sign being replaced shall be replaced with a permanent on-premises subdivision identification sign, consistent with section 17½-37 of this chapter.~~

(4) *Permits. Not required*

~~(b) *Single family dwellings.* One temporary sign not exceeding six (6) square feet shall be permitted for each single family dwelling unit (home site) in order to give information concerning leasing, renting, or selling of the single family dwelling unit on the property upon which such sign is erected. No permit shall be required for erection of a temporary sign under this subsection. These signs shall be maintained in good repair and legible condition.~~

(e) *Kiosk Signs.*

(1) *Allowed.* Kiosk signs provide directions to subdivisions, homebuilders and city facilities. These signs shall be maintained in good repair and legible condition.

(2) *Location.* Signs are placed in various locations throughout the City of Alvin

(3) *Removal.* Each kiosk sign may remain until such time deemed appropriate by the City Manager or their designee

(4) *Permits. Not required.* Prior approval by the City Manager or their designee is required.

~~Sec. 17½-58. — Signs for developments under construction.~~

~~(a) — In addition to permanent signs allowed by this chapter, temporary signs for developments under construction shall be allowed for the tract or lot on which the building or complex is located, in order to give information concerning leasing, renting, selling, financing, and/or contracting. A sign permit for such temporary sign shall be obtained. Permits under this section shall be granted for a period not to exceed twelve (12) months, and at the expiration of twelve (12) months, all such signs shall be removed unless a new permit is acquired. With respect to apartment complexes and condominiums, no temporary sign, used for the stated purposes above, shall be allowed beyond thirty (30) days after a certificate of occupancy is issued, regardless of the aforementioned permissible permit allowances.~~

~~(b) — Temporary signs under this section shall be limited by the following:~~

~~(1) — Large signs shall be defined in this section as signs larger than twelve (12) square feet and not exceeding thirty two (32) square feet in sign area. One such sign may be allowed for each street frontage. These are on-premises signs.~~

~~(2) — Small signs shall be defined in this section as signs larger than six (6) square feet and not exceeding twelve (12) square feet in sign area. In addition to large signs, one small sign may be allowed per building. These are on-premises signs.~~

~~(3) — Height limits. For freestanding signs, the maximum height limit shall be twelve (12) feet for large signs, and six (6) feet for small signs. Any sign attached to a building shall not extend above the roofline.~~

~~(4) A maximum of seven (7) off-premises directional signs (each permitted for one year) shall be allowed to each subdivision or development under construction. Each sign may be no more than fifty (50) square feet in area and shall be configured in a vertical format, with the vertical surface dimension being greater than its horizontal surface dimension. No such sign shall be displayed at a height greater than twelve (12) feet from the natural ground level. Each platted subdivision or other residential development under construction shall be permitted to place one such sign on each of the following major thoroughfares:~~

~~a. State Highway 35 North.~~

~~b. State Highway 35 South.~~

~~c. State Highway 6 East.~~

~~d. State Highway 6 West.~~

~~e. Farm to Market Road 528.~~

~~f. Farm to Market Road 517.~~

~~g. Farm to Market Road 1462.~~

Sec. 17½-589. - Special event signs.

(a) *Non-profit organizations' temporary signs on private or public property.* Temporary signs that direct the public to or advertise an event of civic interest, such as parades, organized holiday festivities, special events on the behalf of charitable organizations and the like, are allowed on private or public property provided that:

(1) Such signs do not exceed thirty-two (32) square feet in area for business establishments and sixteen (16) square feet for residential properties; Such signs shall not be placed in a city or state right of way or easement.; ~~and sixteen (16) square feet when placed in City of Alvin right of way or easement;~~

(2) Signs are erected only for a time period not to exceed thirty (30) days before and three days after the event;

(3) Banners may be used for non-profit special events on property where the event will be held. Such banners shall not total more than thirty-two (32) square feet and the special event site is limited to two (2) banners at all times;

(4) Banners at the event site must be attached to a permanent building; or between freestanding post(s) on the property. Such banners may not be placed on benches, fences, shrubs or the like ~~or on a fence;~~ and

(5) ~~Banners used to advertise a special non-profit event must not, at any time, cause a safety issue or traffic obstruction; and.~~

~~(6) Only City of Alvin or associated subsidiary non-profit signs are allowed in the City of Alvin.~~

(b) *Across public rights-of-way.* Banners that advertise civic events may be erected over a city-approved and designated general right-of-way, provided that the following conditions are met:

- (1) The banner is no more than twenty-five (25) feet in width and not more than four (4) feet in height and has tie-down ropes connected to each corner.
 - (2) The banner shall be at a height more than eighteen (18) feet above the roadway.
 - (3) The banner shall only be installed at a dedicated location designated and approved by the city; and the city shall erect the banner in a timely manner, once the required permit has been obtained.
 - (4) Banner permit fees shall be designed to recover the city's expense of erecting and removing the banner in a safe and proper manner. Each banner permit fee shall be as set forth in chapter 28 of this Code and shall be submitted and approved no sooner than sixty (60) days prior to a requested display date, nor later than forty-five (45) days immediately preceding the requested display date.
 - (5) The banner is erected no more than two (2) weeks prior to the event and removed within three (3) days upon conclusion of the event.
- (c) *Grand opening signs.* The purpose of grand opening signage is ~~intended~~ to allow a new business to benefit from special advertising signage which is not usually permitted by the provisions of chapter 17½. The following provisions contained within this subsection shall apply to grand opening signage:
- (1) All requests for grand opening signage shall be submitted to the ~~eCode compliance Enforcement~~ ~~dDepartment~~ no less than three (3) days prior to the grand opening event date. If approved by ~~thea eCode compliance Enforcement supervisor~~ ~~Officer~~, they will sign the permit request for approval and issuance of the permit;
 - (2) A permit for grand opening signage shall be required by the ~~eCode compliance Enforcement~~ ~~dDepartment~~. The permit shall be issued for a period of no more than fourteen (14) consecutive calendar days. The grand opening signage permit is limited to the address noted on the certificate of occupancy; and
 - (3) Grand opening signage may include any combination of feather flags, air dancer, snipe/bandit signs, oversized banners, ~~pennants~~ streamers, and/or inflatables ~~signs and balloons~~, which may be in addition to any other sign allowed by the provisions of this chapter.

Sec. 17½-~~60~~59. - Signs in multiuse subdivisions.

Signs in multiuse subdivisions must comply with all provisions of this chapter where applicable; however, in addition to signs permitted under this chapter, multiuse subdivisions are entitled to the following:

- (1) One permanent identification sign shall be allowed at each main entrance to each commercial reserve or residential reserve located within the subdivision. The sign area at each such entrance shall not exceed fifty (50) square feet.
- (2) The specifications that pertain to temporary ~~real estate~~ subdivision signs in residential subdivisions as outlined in section 17½-57 shall also apply to temporary real estate signs in multiuse subdivisions.

- (3) Temporary signs for a project under construction may be placed for each new commercial building, parcel, or tract of land to be developed within such subdivision. Each such sign must be located on—premises. The provisions of section 17½-57 shall apply to all temporary signs within multiuse subdivisions.
- (4) Directional signs will be allowed within multiuse subdivisions seven (7) days a week under the following regulations:
 - a. All directional signs must be on—premises (within the property lines of the subdivision);
 - b. All directional signs must be standardized throughout the project with respect to color, lettering, and frame style;
 - c. The developer of the subdivision shall be responsible for determining the uniform construction standards for all directional signs within the multiuse subdivision;
 - d. All directional signs shall not exceed twelve (12) square feet in sign area or four (4) feet in height; and
 - e. All directional signs must be a minimum of two hundred (200) feet apart.

DIVISION 3. - OFF-PREMISES SIGNS

Sec. 17½-60~~1~~. - Off-premises ground signs prohibited.

All off-premises ground signs are expressly prohibited, unless otherwise specifically excepted in this chapter. This prohibition is continued in effect from Ordinance No. 96-ZZZ enacted on or about September 19, 1996. Off-premises ground signs that were in existence prior to October 4, 1996 (the effective date of Ordinance No. 96-ZZZ) shall be allowed to remain subject to the provisions of this chapter and compliance therewith.

Sec. 17½-61~~2~~. - Off-premises portable signs prohibited.

Subject to the provisions of this chapter, all portable signs are expressly prohibited. This prohibition is continued in effect from Ordinance No. 92-R enacted on or about September 8, 1992. It shall be unlawful for any person to place, display or allow public view of a portable sign, whether on-premises or off-premises.

Secs. 17½-62—17½-66. - Reserved.

~~Secs. 17½-63—17½-66. - Reserved.~~

DIVISION 4. - ON-PREMISES PORTABLE SIGNS

Sec. 17½-67. - On-premises portable signs prohibited.

On-premises portable signs shall continue to be expressly prohibited from and after the effective date of December 31, 2003.

Secs. 17½-68—17½-81. - Reserved.

Section 2. That except as amended herein all other provisions of Chapter 17 ½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be amended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceeding \$500.00. Each continuing day's violation shall constitute a separate offence. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

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

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

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

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

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE 22-I

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 17½, SIGNS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING THE REGULATION OF SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin, Texas, finds that it is in the best interest of the health, safety, and welfare of its citizens to amend the regulations of signs; and

WHEREAS, the City Council desires to regulate signs in the manner set forth in this Ordinance.

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

Section 1. That Chapter 17½, Signs, of the Code of Ordinances, City of Alvin, Texas is hereby amended with the language as follows:

ARTICLE I. - IN GENERAL

Sec. 17½-1. - Scope.

The provisions of this chapter shall apply to all signs, as that term is defined herein, within the corporate limits of the City of Alvin, Texas, as defined by Chapter 42 of the Local Government Code, as the same may be hereafter amended.

Sec. 17½-2. - Definitions.

The following definitions shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandoned sign means any on-premises sign, or any part thereof, which identifies or advertises a business, product, accommodation, service or activity that has ceased to operate on the premises upon which the sign or sign structure is located.

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services or merchandise whatsoever.

Air Dancer means an inflatable moving advertising product comprised of a long fabric tube (with two or more outlets), which is attached to and powered by an electrical fan. Air dancers are also known and sold under names which include, but are not limited to, "tube man," "skydancer," "Tall Boy," etc.

Banner means a temporary sign made of flexible materials, attached or suspended from one or more corners, with rope, wire, nails or other temporary means, so as to allow for ease of installation and removal, and which contains some form of advertising, announcement, design, logo or other message. Banners are prohibited, with very limited exceptions (see exceptions and exemptions, section 17½-5(18) and special event signs, section 17½-58). Banners shall not be considered in lieu of permanent wall signs.

Business establishment means a project or undertaking which involves the use of any property, building or structure, permanent or temporary, for the primary purpose of conducting on the property a legitimate commercial enterprise, or other non-residential use, in compliance with all ordinances and regulations of the city. Multiple services and/or goods offered by a business establishment shall be considered one business establishment for purposes of this chapter.

Business frontage means the linear measurement of the side of the building that contains the primary entrance of the building. *Code Enforcement Officer* means the code official that is designated for the permitting and inspecting of temporary signs within the city. *Double-faced sign* means a single sign with two (2) parallel sign faces back-to-back.

Code Enforcement Officer means the code official that is designated for the permitting and inspecting of temporary signs within the city.

Double faced sign means a single sign with two (2) parallel sign faces back to back.

Flag means a square or rectangular piece of cloth or similar material attached along one edge to a flagpole and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

Feather flag means a freestanding flexible or rigid pole (not a flagpole) temporarily mounted in the ground to which one side of a flexible fabric in the shape of a feather or similar shape, is attached and which is used for the primary purpose of advertising or attention getting. Feather flags are also known and sold under names which include, but are not limited to, “feather sign,” “feather banner,” “feather banner sign,” “quill sign,” “banana banner,” “blade banner,” “flutter banner,” “flutter flag,” “bow flag,” “teardrop banner,” etc. This definition includes functionally similar display devices. Feather flags are prohibited with limited exceptions (see Sec 17 ½ -5(24).

Flagpole means a freestanding structure permanently mounted in the ground or on a building, and designed and constructed for the purpose of hanging flags.

Frontage means that portion of any tract of land that abuts a public street right-of-way.

Garage sale means the sale of items by a resident or group of residents at discount prices, conducted from a garage and/or yard, and which items offered for sale are used or discarded by or from those residents offering them for sale.

General right-of-way means a right-of-way that is not classified as a predominantly residential right-of-way.

Glare means emitted light that exceeds fifty (50) feet lambert.

Grand opening means the formal offering of a new business of its goods, wares, merchandise, service, entertainment, or activity, and shall involve only the time period beginning with the issuance of a certificate of occupancy issued by the city, through a date no later than ninety (90) days after.

Inflatable means a sign of any size capable of being inflated with air, gas, hydrogen, helium, nitrogen or any other means. An inflatable can include but is not limited to latex balloons, mylar balloons or oversized balloons constructed so as to resemble a figure or object when inflated. Inflatables are prohibited with limited exceptions (see exceptions and exemptions, 17 ½-5(18)(i) and special event signs, section 17 ½-58c).

Mobile Food Unit (MFU) means a vehicle mounted, self or otherwise propelled, self-contained food service operation or business establishment designed to be readily movable (including, but not limited to catering trucks, trailers, push carts, and roadside vendors) and used to store, prepare, display, serve or sell food. Mobile units must completely retain their mobility at all times. A mobile food unit does not include a stand or a booth and is not defined as a new business upon relocation. A roadside food vendor is classified as a MFU.

Multiuse subdivision means an approved subdivision that is platted with all unrestricted reserves or a combination of unrestricted commercial or residential reserves.

New business means a business new to the premises on which it is located, a business having a change in ownership of 50 percent (50%) or more, or the expansion of an existing building or structure if such expansion increases the size of the area devoted to the primary use in building floor square footage by 50 percent (50%) or more.

Non-profit organization means an incorporated organization which exists for educational or charitable reasons and from which its shareholders or trustees do not benefit financially. Non-profit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Outdoor advertiser means a person that owns one or more signs for the specific purpose of selling or leasing display space on those signs to other persons (e.g., a billboard company).

Person means an individual, company, corporation, partnership, association, or any other entity howsoever designated.

Predominantly residential right-of-way means a public right-of-way that is between two (2) intersecting public streets or that extends from a cul-de-sac or dead-end to its intersection with the nearest public street, and which contains a greater amount of residential structures than the number of business establishments/structures.

Premises means a lot or tract of land or a series of contiguous lots or tracts of land owned by the same person, and where it may be applicable to this chapter, the lot or tract of land that upon which a business establishment is located.

Public street means the entire width between property lines of any road, street, way, alley, bridge or other similar thoroughfare, not privately owned or controlled, when any part thereof is open to the public for vehicular traffic, and over which the city or other similar public entity has legislative jurisdiction under its police power.

Reader board means a permanently constructed changeable copy bulletin board with electronic or detachable precut letters and figures that are lighted or unlighted.

Residential purposes means property devoted to use as a single-family or multifamily residence. Residential purposes shall include, but not be limited to, property used for houses, duplexes, townhouses, town homes and patio homes; property used for condominiums, apartments, hotels, motels and boarding houses shall not be considered as used for residential

purposes. Property devoted to both residential and nonresidential use shall be considered as used for residential purposes.

Right-of-way means the surface, the air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the city holds a property interest (fee title, easement, or otherwise) or over which the city exercises any rights of management or control.

Roof line means the height above finished grade of the upper beam, rafter, ridge or purlin of any building.

Secure means to fix, fasten, tie or attach firmly in place so as not to give way, become loose or be lost.

Shopping center or integrated development means a development consisting of two (2) or more interconnected business establishments using common driveways and on-site parking facilities.

Sign means any structure, part thereof or device or inscription which is temporarily or permanently located upon, attached to or painted or represented on any land or on the outside of any building or structure or on an awning, parapet, canopy, marquee or similar appendage or affixed to the glass on the outside of the building or structure and which displays or includes any numeral, letter, word, model, banner, pennant, balloon, inflatable, feather flag, air dancer, handheld sign, A-frame, emblem, insignia, symbol, device, monogram, heraldry, trademark, light, string of lights or other representation used as or in the nature of an announcement, advertisement, attention arrestor, direction, warning or designation of any person, firm, group, organization, corporation, association, place, commodity, product, service, business, profession, enterprise, industry, activity or any combination thereof. Where the term "sign" is used in this chapter without further modification, the term shall be understood to embrace all regulated signs and replicas. The term "sign" shall include the sign structure.

Sign Administrator means the building official or representative that is designated for the permitting and inspecting of permanent signs within the city.

Sign area means the total square footage of all sign facing, including that portion of the supporting structure or trim that carries any wording, symbols, identifying color, or pictures; provided, however, in the case of double-faced signs, only one face shall be computed to determine sign area.

Sign facing or sign surface means the surface of any sign upon, against, or through which the message is displayed or illustrated; provided, however, for signs in which the words, letters, or symbols are independently mounted, the sign surface shall mean the outside dimension of the area containing all the individual words, letter and symbols.

Sign height means the overall vertical measurement of an entire sign, inclusive of its base, foundation and any structural components, from a point level with the finished grade of the property line nearest to the point where the sign is, or is intended, to be displayed, to a point at the uppermost portion of the sign and all of its components.

Sec. 17½-3. - Sign classifications.

- (a) For purposes of this chapter a sign shall be classified first as either an "on-premises sign" or an "off-premises sign" as defined below:

Off-premises sign means any sign placed at a location other than the specific premises or business establishment to which it relates, provides information concerning or advertises on behalf of.

On-premises sign means any sign that provides information for, identifies or advertises a business, person, or activity and is installed and/or maintained on the same premises as such business, person, or activity.

- (b) All signs shall be further classified into one or more of the following types of signs:

Awning means a shelter supported entirely from the exterior wall of a building.

Awning sign means a sign whose message is directly applied, attached, or painted onto an awning of a building.

Canopy means a roof-like structure designed to provide protection for objects, pedestrians, and vehicles.

Canopy sign means a sign mounted on or attached to a canopy.

Civic Sign means a sign that identifies a nonprofit institution or organization that contains:

- (1) The name of the institution or organization;
- (2) The name of the person connected with it; and/or
- (3) Greetings, announcements of events or activities occurring at the institution or similar message.

Directional sign means any sign that directs, instructs, or routes the reader to a location without using any lettering, words or other advertising copy other than the name of the business or the business logo and one directional arrow.

Electrical sign means any sign containing electrical wiring or utilizing electric current, but not including signs illuminated by an exterior light source.

Ground sign or *freestanding sign* means any sign supported by one or more columns, poles, uprights, or braces anchored in or on the ground and not attached to any building.

Handheld sign means any sign that is not self-supporting and is carried by or is under the immediate control of a person and shall include sandwich-board signs and persons in costume or otherwise dressed to call attention to a business.

Identification sign means any sign which carries only the firm, business, or corporate name, the major enterprise on the premises, or the principal products offered for sale on the premises.

Irregular sign means a separately mounted sign on one supporting structure.

Kiosk signs shall mean any off-premises sign plaza structures which are approved by the Sign Administrator or designee, located within the city limits, which provide directions to subdivisions, homebuilders and city facilities, installed and maintained by the city or a contractor authorized by the city.

Marquee sign means a permanently constructed changeable copy bulletin board either lighted or unlighted with detachable precut letters and figures.

Monument sign means any ground sign less than six (6) feet from the natural ground level to the top of the sign and whose entire bottom edge is permanently fixed and mounted to the ground in a secure and lasting manner. *Multifaced sign* means a single sign with two (2) or more faces that are not parallel or back-to-back.

Multifaced sign means a single sign with two (2) or more faces that are not parallel or back-to-back.

Parapet sign means any sign of a business establishment that is attached to, or painted upon, a low wall or railing that is attached to a building or other structure and that extends above the structural roofline of the building.

Permanent sign means any sign designed to be attached or installed by any permanent means. Permanent signs may include but are not limited to wall signs, monument signs, pole signs, painted signs, electric signs, etc.

Portable sign means any sign designed or constructed to be easily moved from one location to another, including, but not limited to, signs mounted upon or designed to be mounted upon a trailer, bench, wheeled carrier, A-frame, or other nonmotorized structure and typically allows for some alteration of the text of any displayed message or copy. A portable sign which has its wheels removed shall still be considered a portable sign hereunder (Prohibited).

Projecting sign means any sign which is affixed or attached to and supported solely by a building, wall or like structure, or parts thereof, extending more than eighteen (18) inches and the angle of incidence which to the building, wall, or structure, or parts thereof, is greater than forty-five (45) degrees.

Public service sign means a sign that provides a service or message to the public, such as time, temperature, and public meeting dates. *Snipe sign* or *bandit sign* means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, stakes, fences, utility poles or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located (Prohibited).

Snipe sign or *bandit sign* means a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, stakes, fences, utility poles or other like objects, the advertising matter of which is not applicable to the present use of the premises on which the sign is located (Prohibited).

Spectacular sign means any sign that rotates, oscillates, is animated, contains any moving parts, or contains flashing lights, including lights flashing in sequence to simulate movement. A reader board shall not be considered a spectacular sign (Prohibited).

Temporary sign means any sign constructed of cloth, light fabric, cardboard, wall board, plywood, or other light materials and designed to be attached or installed by any temporary means so as to allow ease of installation and removal. Temporary signs are prohibited with limited exceptions.

Temporary builder sign is a temporary sign (see above) of no more than six (6) square feet that may be displayed by any home builder currently and actively engaged in any permitted residential development project within the city. These signs may be displayed off-premises from

the residential development, but only on private property and only between the hours of Thursdays at 6:00 p.m. and Mondays at 7:00 a.m. Such signs may not be placed in any right-of-way or city easement.

Vehicular sign means any sign, including but not limited to banners, A-frame and/or feather flags, on or in any vehicle or trailer that is parked for any amount of time, incidental to its principle use for transportation. This definition shall not include signs or lettering on company vehicles that advertise only the company name, address, and phone number. This definition exempts vehicle wraps and magnetic signs on the sides and rears of cars. Vehicular signs are prohibited.

Wall sign means all flat signs, either of solid face construction or individual letters, symbols, or pictures, which are placed against any exterior, load-bearing wall of any building or structure, extending not more than twelve (12) inches from the face of such building or structure, that is parallel to the building or structure, and having the advertisement on one face only; inclusive of any sign that is painted, drawn or written on the same described type of wall of a building or structure.

Warning sign means any sign posted on private property containing thereon a regulatory warning notice and upon which no advertising matter is displayed.

Sec. 17½-4. - Violations and penalties.

Any person, including the owner, permit holder, lessee or tenant of real property upon which the sign is located, who violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction thereof by a court of competent jurisdiction shall be punished by a fine prescribed by section 1-5. Each and every day any such violation continues or is allowed to exist shall constitute a separate offense. In addition, the city attorney and/or the city council is authorized to take all legal and/or equitable action necessary to enforce compliance with this chapter.

Sec. 17½-5. - Exceptions and exemptions.

The below-listed classes of signs are allowed to be erected or placed within the city:

- (1) Signs which advertise the sale or lease of real property provided that:
 - a. With respect to a sign located on a predominantly residential right-of-way, the dimension does not exceed six (6) square feet per sign face and with respect to a sign located on a general right-of-way, the dimension does not exceed thirty-two (32) square feet per sign face;
 - b. The height does not measure more than six (6) feet above ground level;
 - c. With respect to on-premises signs the sign is displayed on the property for sale or lease and only one sign is placed on each street frontage and may not be placed in a right-of-way or easement;
 - d. No off-premises signs are permissible for the advertisement of any property for lease or sale;
 - e. These signs shall be maintained in good repair and legible condition; and
 - f. Signs shall be removed immediately upon being leased, rented or sold.

- (2) Signs or markers giving information about the location of underground electric transmission lines, telegraph or telephone properties and facilities, pipelines, public sewers or sewer lines, or water lines or other public utilities.
- (3) Signs erected by an agency of the state or a political subdivision of the state, which may or may not be located on public property.
- (4) On-site directional signs and street identification signs not exceeding two (2) square feet which denote the entrance, exit, direction of traffic flow, provided such directional signs do not contain advertising and are not used as such.
- (5) Directional signs not over six (6) square feet per sign face for public, charitable or religious institutions provided that the same are located on the premises of such institutions, and no more than four (4) such signs are erected on the premises.
- (6) One temporary construction sign denoting the architect, engineer, financial institution, contractor, or other principal parties when placed upon the site that is under construction provided that such sign is removed upon completion of the project.
- (7) On-premises temporary signs advertising occasional noncommercial sales (including garage sales, patio and porch sales) limited to one sign for each right-of-way frontage of the premises; each not to exceed three (3) square feet, provided that such signs shall be removed within one day following the sale. Signs shall not be placed or located on public property, easements, utility poles, or at any off-premises location.
- (8) Professional name plates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building and not exceeding six (6) square feet per sign area.
- (9) Identification name plates or signs on apartment houses, boarding or rooming houses or similar uses not exceeding two (2) square feet in sign area.
- (10) One name plate denoting only the name of the occupants of a dwelling that does not exceed two (2) square feet in sign area and is not located closer than two (2) feet to the property line.
- (11) Memorial and/or historical signs as designated by federal, state, or local government.
- (12) Warning signs or trespassing signs on private property not exceeding six (6) square feet in sign area.
- (13) One sign no more than sixteen (16) square feet in area erected in a private park to give information or to display park regulations.
- (14) On-site directional (non-advertising) signs located on a commercial site that are primarily directional in nature (i.e., traffic flow, entrance, exit, parking). Signs required by law which are necessary for operation of the business, and which contain no advertising matter are permitted. These signs are not counted in the overall footage limits.
- (15) Flags of the United States, State of Texas, or any other political subdivision; or any flag of a religious, fraternal, or charitable organization; flags of a historic, political, religious, or military nature displayed on private property with the consent of the property owner.
- (16) Any sign erected by the City of Alvin.

- (17) Company flags displaying only a commercial insignia, emblem, or wording provided such flag is affixed to a flagpole, are limited to one flag per business location and cannot exceed thirty-five (35) square feet in area.

Flags containing a commercial copy or logo, excluding the flags of any country, state, city, school, or church are prohibited in residential areas and on any residentially developed property.

a. Exceptions:

1. Flags used as subdivision signs.
2. Flags used for open house not to exceed seventy-two (72) hours, and no more than two (2) events per month.

- (18) For business establishments only, one (1) temporary on-premises banner may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:

- a. No such banner shall be erected unless a permit is first obtained from the Code Enforcement Officer.
- b. Banner shall be constructed of either plastic, fabric or film.
- c. Banner shall not exceed thirty-two (32) square feet and only one banner may be displayed with each permit.
- d. The permit for such banner shall be issued for a maximum of twenty-eight (28) consecutive days four (4) times a year, with a permit for each occurrence. Each occurrence may be taken as one twenty-eight (28) day permit or divided into two fourteen (14)-day permits.
- e. Banners shall be placed firmly against the wall of the building or placed between two stakes in front of the address receiving permit.
- f. At no time shall a banner project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of way or easement. All banners mounted to buildings shall be flush mounted.
- g. All banners shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All banners shall be tightly secured and attached at all 4 corners and not obstructing the view of traffic.
- h. If any violations are found or exist, the Code Enforcement Officer has the authority to issue citations and/or discretion to remove the banner without further notice to the property owner. Any banners removed by the Code Enforcement Officer will be immediately disposed of.
- i. Any new business is allowed an additional fourteen (14) consecutive days within ninety (90) days from the date on the Certificate of Occupancy (see Section 17½-59 (c) – Special Event Signs, Grand Opening Signs).

- (19) Temporary on-premises signs that commemorate recognized state holidays, only for a time period not to exceed thirty (30) days before, and ten (10) days after the holiday.

- (20) Special event signs as provided in subsection 17½-58 of this chapter.
- (21) A business establishment whose primary business is the retail sale of newly manufactured automobiles, newly manufactured motorized vehicles and/or equipment (e.g. recreational vehicles, tractors, heavy machinery, all-terrain vehicles, etc.) and that acts as an authorized, licensed dealership for the automobile manufacturer; may display the following types of permanent signage:
 - a. One ground sign for each business frontage for each specific vehicle manufacturer sold on the premises. The height of such signs shall be no greater than thirty-five (35) feet above grade and the sign surface area shall be no larger than three hundred (300) square feet. An additional one hundred (100) square feet of electronic reader board may be displayed as well.
 - b. One main wall sign (or canopy sign) for each business frontage that does not exceed one hundred fifty (150) square feet in surface area. Such signs may be illuminated and are considered in addition to other signs permitted elsewhere in this chapter.
 - c. Such signs shall be restricted to advertising only the particular business(es) operating on the property on which the sign is installed.
 - d. No more than one on-premises freestanding sign.
- (22) Sculptures, statues, or works of art; provided, however, that such object or structure is not identifiable in any way by use of a trademark or logo, advertising, campaign link or other business activity.
- (23) Signs containing noncommercial messages or messages otherwise protected by the constitution of the United States or The State of Texas; provided, however, that there shall be no more than four (4) such signs on any one property and the total square footage of all such signs shall not exceed thirty-six (36) square feet.
- (24) For any business establishment, one (1) temporary on-premises feather flag may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:
 - a. No such feather flag shall be erected unless a permit is first obtained from the Code Enforcement Officer.
 - b. Feather flag shall be constructed of plastic, fabric or film.
 - c. Feather flag shall not exceed thirty-two (32) square feet and only one feather flag may be displayed with each permit.
 - d. The permit for such feather flag shall be issued for a maximum of twenty-eight (28) consecutive days four (4) times a year, with a permit for each occurrence. Each occurrence may be taken as one twenty-eight (28) day permit or divided into two fourteen (14) day permits.
 - e. At no time shall a feather flag project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of-way or easement.

- f. All feather flags shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All feather flags shall be installed in a secure manner and not obstructing view of traffic.
 - g. If any violations are found or exist, the Code Enforcement Officer has the authority to issue citations and/or discretion to remove the feather flag without further notice to the property owner. Any feather flags removed by the Code Enforcement Officer will be immediately disposed of.
 - h. Any new business is allowed an additional fourteen (14) consecutive days within ninety (90) days from the date on the Certificate of Occupancy (see Section 17½-58 (c) – Special Event Signs, Grand Opening Signs).
- 25) Handheld signs on private property with permission from the property owner and not displayed upon any public right of way, including but not limited to, any public street, alley or other public property.

Secs. 17½-6—17½-9. – Reserved.

ARTICLE II. – SIGN ADMINISTRATION

Sec. 17½-10. – Enforcement authority.

The Building Official shall be the Sign Administrator charged with administering the terms and conditions of this chapter pertaining to permanent signage (permitting, regulating size, location, etc.). The Code Enforcement Officer is charged with administering the terms and conditions of this chapter pertaining to temporary signage (permitting, regulating size, location, etc.). The Sign Administrator and/or Code Enforcement Officer may enter any building, structure, or other premises or property between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, for the purpose of inspecting and investigating signs or sign structures; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life or severe property damage, and where the owner, agent or tenant in charge of the property is not available after the Sign Administrator and/or Code Enforcement Officer have(s) made a good faith effort to locate same, the Sign Administrator and/or Code Enforcement Officer may enter the aforementioned structures and premises at any time upon presentation of proper identification to any other person on the premises. Whenever the Sign Administrator and/or Code Enforcement Officer shall enter upon private property, under any circumstances, for the purpose of inspecting and/or investigating signs or sign structures, which property has management in residence, such management, or the person then in charge shall be notified of his/her presence and shown his/her official credentials. Whenever the Sign Administrator and/or Code Enforcement Officer is/are denied admission to inspect any premises, inspection shall be made under authority of a warrant issued by a magistrate authorizing the inspection for violation of this chapter. In applying for such a warrant, the Sign Administrator and/or Code Enforcement Officer shall submit to the magistrate his/her affidavit setting forth his/her belief that a violation of this chapter exists with respect to the place sought to be inspected and his/her reasons for such belief. Such affidavit shall designate the location of such place and the name of the person believed to be the owner, operator or occupant thereof. If the magistrate finds that probable cause exists for a search of the premises in question, he shall issue a warrant authorizing the search, such warrant describing the premises with sufficient certainty to identify

it. Any warrant so issued shall constitute authority for the Sign Administrator and/or Code Enforcement Officer to enter upon and inspect the premises therein.

Sec. 17½-11. – Specific enumerated powers of sign officials.

- (a) The Sign Administrator's authority to administer and enforce the conditions of this chapter shall include, but not be limited to, the following specific enumerated powers as it pertains to permanent signage:
 - (1) Issuance of permits (new and renewal) and licenses pursuant to this chapter;
 - (2) Inspection and approval and/or rejection of permanent signs (new or existing);
 - (3) Issuance of stop work orders;
 - (4) Initiation of revocation proceedings; and
 - (5) All powers not specifically enumerated herein necessary to enforce compliance with this chapter (permanent signage).
- (b) The Code Enforcement Officer's authority to administer and enforce the conditions of this chapter shall include, but not be limited to, the following specific enumerated powers as it pertains to temporary signage:
 - (1) Issuance of permits and licenses pursuant to this chapter;
 - (2) Inspection and approval and/or rejection of temporary signs (new or existing);
 - (3) Issuance of stop work orders;
 - (4) Initiation of revocation proceedings; and
 - (5) All powers not specifically enumerated herein necessary to enforce compliance with this chapter (temporary signage).

Sec. 17½-12. – Stop work orders.

A Sign Administrator and/or Code Enforcement Officer shall have authority to issue stop work orders in cases where a sign is being installed or constructed in violation of this chapter or any other ordinance of this city. Upon issuance of a stop work order from the Sign Administrator and/or Code Enforcement Officer, work on any sign that is being installed shall immediately cease. Such stop work order shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Following the issuance of a stop work order, the Sign Administrator and/or Code Enforcement Officer shall initiate proceedings to revoke any permit issued for the work covered by such stop work order, consistent with the provisions of this chapter, unless the cause of the stop work order is resolved to the Sign Administrator's and/or Code Enforcement Officer's satisfaction. Issuance of a sign erection permit or sign use permit shall not constitute a waiver of the Sign Administrator's and/or Code Enforcement Officer's right to issue a stop work order, nor shall such constitute a waiver of this chapter or any other city ordinance.

Sec. 17½-13. – Sign removal and revocation procedures.

- (a) In case any sign is installed, erected, or maintained in violation of any term of this chapter, in addition to any other rights and remedies provided herein, a Sign Administrator and/or Code

Enforcement Officer shall give written notice of the violation to the owner, permittee or agent of the owner or permittee. Such notice shall order compliance with this chapter or removal of the sign. Written notice shall be given by certified mail or personally served upon the owner, permittee or owner's or permittee's agent. If the order is not complied with within ten (10) days of receipt of the notice, a Sign Administrator and/or Code Enforcement Officer shall initiate proceedings to revoke the permit and/or remove the sign at the expense of the owner or permittee.

- (b) Proceedings shall commence by calling for a hearing before the Building Board of Adjustments and Appeals ("BBOAA"), as the same may be hereafter designated. The person whose sign is under consideration shall be given at least ten (10) calendar days' written notice of the hearing and shall be permitted to present relevant facts and arguments regarding the pending revocation or removal. Following the hearing, the BBOAA shall consider the merits of the case and issue a written opinion. If the BBOAA finds that the sign does not comply with this chapter, it may revoke the permit or designate compliance within a specified period of time and order the city to remove the sign if compliance is not affected within the specified time period recommended by the Board. The Board may also recommend immediate removal by the owner or permittee or the city.
- (c) If, in the opinion of the Sign Administrator and/or Code Enforcement Officer, the health, safety or welfare of the citizens is in immediate danger from a violation of this chapter, the Sign Administrator and/or Code Enforcement Officer may immediately revoke the permit and remove the sign(s). In such case a hearing shall be held as soon as possible thereafter, but in no case later than three (3) business days after the date of the revocation and removal, unless the affected person submits a written request for a later date. In a hearing held under this subsection, the Board's authority shall include recommending the return of the sign if the facts warrant such action.
- (d) The provisions of this section shall be considered subordinate to any action taken by City Council, and not in lieu of the remedy provided by charging a violation of this chapter in municipal court, or any other remedy provided by law or in equity.

Sec. 17½-14. - Appeals to city council.

Any person wishing to appeal a decision of the BBOAA on the grounds that the decision misconstrues or wrongly interprets this chapter may, within ten (10) days after the decision, appeal the same to the City Council provided that the appealing party gives written notice of the appeal to the city secretary within the ten-day period. Such recourse and remedy are afforded to both the permit holder and the city.

Sec. 17½-15-. - Impounded signs.

Permanent signs removed in accordance with this chapter shall be transported to a location designated by the city for storage. The Sign Administrator shall maintain records denoting the location of the signs when they were impounded and the date on which they were impounded and shall hold the same in the storage area for a period of not more than thirty (30) days. However, all temporary signs removed by the Code Enforcement Officer will be immediately disposed of. Any sign so held may be redeemed by the owner upon payment of an impoundment fee and storage fee in an amount as set forth in chapter 28 of this Code. Such fees shall be in addition to and not in lieu of any fine imposed for a violation of this chapter. Any sign not redeemed within thirty (30)

days of the impoundment date, or within ten (10) days of a decision of its conformance to this chapter, whichever occurs later, shall be considered abandoned property and shall become the property of the City of Alvin. Any such signs shall either be destroyed or transferred to surplus and sold or disposed of in the same manner as surplus property of the city.

Sec. 17½-16-. - Reserved.

ARTICLE III. –PERMITS

Sec. 17½-17-. - Sign permits.

- (a) *Sign permits required for permanent and/or temporary signage.* Unless provided otherwise in this chapter, it shall be unlawful for any person, to erect, place, rebuild, reconstruct, structurally alter, move, or use any sign within the city without first obtaining a sign permit and paying scheduled fee(s). Permits shall not be transferable and shall be valid only for the sign for which it is issued. In addition to the penalty provided in section 17½-4 of this chapter, any person convicted of erecting, placing, rebuilding, reconstructing, structurally altering, moving, or using a sign without a sign permit shall not be eligible to obtain any sign permit for a period one hundred eighty (180) days.
- (b) *Application requirements for sign permits pertaining to permanent signage.* Every person desiring a permit for a permanent sign required by this chapter shall file with the Sign Administrator, a written application on forms to be furnished by the city and signed by the applicant or a duly authorized officer or agent of the applicant. All such applications shall contain or require the following:
 - (1) The name, address, and telephone number of the applicant and (if different) additionally the person who owns or will own the sign;
 - (2) The location (address or lot description) upon which the sign will be placed;
 - (3) The name of the person erecting the sign and all related support structures;
 - (4) Any electrical permits required for the sign;
 - (5) The notarized written consent of the owner or his/her duly-authorized agent of the land, building, or structure on which the sign is to be erected (for off-premises signs permitted herein);
 - (6) A plan or plans drawn to scale which shall include the following:
 - a. The dimension of the sign and, where applicable, the dimension of the wall surface of the building to which it is to be attached;
 - b. The dimension of the sign's supporting members;
 - c. The maximum and minimum height of the sign;
 - d. The proposed location of the sign in relation to the face of the building in front of which it is to be erected;
 - e. The proposed location of the sign in relation to the boundaries of the lot upon which it is to be situated;

- f. The location of all electrical transmission lines within thirty (30) feet of any part of such proposed sign structure; and
 - g. The position of the sign in relation to nearby buildings or structures and all street curb lines and sidewalks bounding any part of the lot upon which the sign is to be placed/erected.
 - h. Wind load calculations and engineered sealed drawings for all ground signs or freestanding signs with a sign area greater than three (3) feet by five (5) feet.
 - i. The position and location of all public rights-of-way, easements and public utility lines and easements.
- (7) Such other information deemed necessary by the sign administrator to show compliance with this chapter and other ordinances.
- (c) *Issuance of permanent sign permits.* Upon the filing of an application for a sign permit, the plans, the specifications, and other data, as applicable, shall be examined by the Sign Administrator. If it appears that the proposed sign is in compliance with the requirements of this chapter and other applicable laws of the city, the Sign Administrator shall issue a sign permit to the applicant. With the exception of street banner permits, sign permits shall expire after one hundred eighty (180) days from the date of issuance. Failure to erect, reconstruct, alter, rebuild, or move a permitted sign (other than a street banner) within one hundred eighty (180) days of the granting of the permit shall mean the applicant must reapply for a new permit. A street banner permit shall expire one week after the civic event it advertises.

Sec. 17½-18. - Fees.

- (a) The sign permit fees for ground, freestanding, banners, feather flags and all other signs, unless excepted, shall apply and must be paid by the applicant. The fees shall be as set forth in chapter 28 of this Code.
- (b) Reinspection fees shall be in an amount as set forth in chapter 28 of this Code.

Sec. 17½-19. - Exceptions to permit requirements – Permanent Signs

A sign permit shall not be required for the following:

- (1) The changing of the advertising copy or message of a painted sign;
- (2) The changing of the advertising message or copy or message of an electrical sign, if such electrical sign is specifically designed for the use of replaceable copy;
- (3) The electrical, repainting, or cleaning maintenance of a sign; however, all electrical work will require an electrical permit; or
- (4) The repair of a sign; provided, however, that reinspection fees shall apply, and unless the sign is an existing, nonconforming sign (relative to this chapter), whereupon an inspection and assessment of the damage valuation shall be made by a Sign Administrator prior to any repairs being initiated.

Sec. 17½-20. - Special use permits.

- (a) The Building Board of Adjustments and Appeals ("BBOAA") shall be empowered to vary the provisions of this article if it appears that the provisions would work in manifest injustice, considering such factors as sign location and other pertinent factors. Such decision of the BBOAA should not however conflict with the spirit of this article; which is one of safety, provision of adequate light, open space and air, conservation of land and building values and to encourage the most appropriate use of land. All requests to vary any sign regulations will require a special use permit, which requires approval by the BBOAA by a two-thirds (2/3) vote.
- (b) Non-refundable fee. An applicant for a special use permit shall pay a non-refundable fee, in an amount provided for in the fee schedule in chapter 28.

Sec. 17½-21. - Issuance of permits not waiver.

The issuance of a sign permit shall not constitute a waiver of any requirement of this chapter or any other applicable ordinance of the city. The city may avail itself of all lawful remedies in connection with violations of this chapter.

Secs. 17½-22—17½-28. - Reserved.

ARTICLE IV. - CONSTRUCTION, PLACEMENT AND MAINTENANCE

Sec. 17½-29. - Structural requirements.

- (a) *Compliance with other ordinances.* All signs and sign structures shall comply with the applicable requirements of the other ordinances adopted by the city.
- (b) *Transmission lines, minimum spacing.* All signs and sign structures shall have a minimum clearance of fourteen (14) feet vertically and shall have a horizontal clearance equal to its height from any transmission line carrying seven hundred fifty (750) volts or greater.

Sec. 17½-30. - Measurement of signs.

- (a) *Wall signs.* The sign facing or surface area of a wall sign shall be computed to include the entire area on a vertical wall and within a regular geometric form comprising all display area of the sign and all the applicable elements.
- (b) *Ground signs (freestanding sign).* The sign facing or surface area shall be computed to include the entire area within a regular geometric form comprising all the display area of the sign and the frame. Supporting structural members not bearing advertising matter, identifying color, symbols, wording or pictures shall not be included in computation of surface area, but shall be included in the measurement and determination of a sign's height.
 - (1) *Irregular signs.* In calculating the area of irregular signs or separately mounted signs on one supporting structure, the area shall be that of the smallest regular geometric form that will wholly contain all the elements including the frame.
 - (2) *Multifaced signs.* In calculating the area of multi-faced signs, all faces of a multifaced sign shall be included. Each V-shaped sign, the faces of which are mounted at forty-five (45) degrees or less, and double-faced or back-to-back signs, shall be considered a single sign for the purpose of measurement.

- (c) *Signs under canopies.* A sign under a canopy shall not exceed three (3) square feet (1' × 3') and must be at least eight (8) feet above the walkway.

Sec. 17½-31. - Projection of signs.

- (a) A supporting member of a sign shall be located at least three (3) feet from the property line of the property upon which it is situated.
- (b) No sign or any portion thereof shall project or extend more than two (2) feet from the exterior of the building to which it is affixed.
- (c) Signs projecting more than eighteen (18) inches from the face of the building or supporting structure over private property used or intended to be used by the general public shall have a minimum clearance of eight (8) feet above the pavement or finished grade.
- (d) No sign shall be attached to a building in such a manner that the sign surface, or any part thereof, exceeds in height the roofline or parapet wall of such building.
- (e) Building canopy signs must be flush mounted on the canopy and shall not project above or below the face of the canopy and shall not be of a height greater than fourteen (14) feet above finished grade.
- (f) Service station refueling canopy signs shall not project above or below the canopy fascia itself and shall not be of a height greater than twenty (20) feet above finished grade.

Sec. 17½-32. - Illumination of signs.

- (a) It shall be unlawful for any person to erect, structurally alter, relocate, or maintain any sign which creates glare upon a public street, sidewalk, or adjacent residential property.
- (b) Nonenergized signs may be illuminated from an independent artificial source provided such illumination is concentrated upon the area of the sign only and does not cause glare upon any street, driveway, parking area, or adjacent residential property. No strobe lights or flashing lights will be allowed, nor will electronic reader boards be permitted to flash or display anything other than letters, words, text copy and typographical symbols.

Sec. 17½-33. - Fire hazards.

- (a) It shall be unlawful for any person to erect, structurally alter, or relocate any sign in such manner as to obstruct or in all probability cause to obstruct:
- (1) Ingress or egress;
 - (2) Lighting or ventilation;
 - (3) Fire fighting;
 - (4) Escape from a building;
 - (5) Free passage from one part of a roof to any other part thereof.
- (b) It shall be unlawful for any person to attach any sign to an exterior stairway, fire escape, fire tower, or balcony serving as a horizontal exit.
- (c) It shall be unlawful for any person to erect, structurally alter, or relocate a sign in such manner that all or any portion of such sign or its supporting structure will interfere in any

way with the free use of any fire escape, exit, or standpipe, or obstruct any required ventilator, door, or stairway.

- (d) Any cloth sign or banner that is attached to a building shall be flame retardant.

Sec. 17½-34. - Traffic hazards.

It shall be unlawful for any person to erect, structurally alter, or relocate any sign in such manner as to constitute a hazard to pedestrian or vehicular traffic or in such manner as to obstruct free and clear vision, regardless of location, by reason of the position, shape, color or movement which may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal, or device. Nor shall such sign make use of any word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse vehicular or pedestrian traffic. Further, any public display of any sign resembling, or once used as, a traffic control sign or other traffic device is expressly prohibited by this chapter.

Sec. 17½-35. - Prohibited signs.

Unless specifically authorized in another section of this chapter, signs of the following nature are expressly prohibited from and after the effective date of this chapter:

- (1) Off-premises signs; except that a business shall be allowed one off-premises directional sign. Any such sign must be a freestanding sign not exceeding sixteen (16) square feet and no more than six (6) feet in height. Such signs must be displayed upon private property and shall comply with the other provisions of this chapter.
- (2) Signs which contain statements, words, or pictures of an obscene, indecent, or immoral character as they will offend public morals or decency as determined by the city council, and in accordance with relevant definitions of the Texas Penal Code.
- (3) Signs which advertise an activity, business, or service no longer conducted on the premises upon which the sign is located.
- (4) Signs which move or contain visible moving parts.
- (5) Banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, balloons, inflatables, feather flags or other similar devices, either individually or attached to a sign or building.
- (6) Signs attached to or located upon exposed amenities such as benches, trash containers, trees, shrubbery, fences, fence posts or any structure used or intended for any other purpose.
- (7) Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
- (8) Snipe or bandit signs.
- (9) Spectacular signs, iridescent painted signs, signs with fluorescent colors and signs that make or create noise.
- (10) Temporary signs.
- (11) Portable signs.

- (12) Handheld signs are prohibited upon any public rights-of-way, including, but not limited to, any public street, alley, or other public property.

Sec. 17½-36. - Signs on public property.

- (a) Except as provided in subsection (b and c), it shall be unlawful to erect, maintain, or place or cause to be erected, maintained or placed a sign upon, in, or above a public street, public sidewalk, public alley, public right-of-way, public curb or other public improvement in any public street or grounds, a public bridge or part of same, public building or structure or any other public place. Any such sign prohibited herein shall not be subject to the provisions of section 17½-13 and may be seized and impounded by the city in accordance with the provisions of section 17½-15 of this chapter.
- (b) Public athletic facilities may have signs attached to fences surrounding such facility to provide public information or team sponsor advertising. Except for scoreboards, such signs shall not project above the fence line and shall face the athletic facility.
- (c) *Public parks.* Public parks may have signs to give information and/or regulations concerning park use.

Sec. 17½-37. - Signs on predominantly residential rights-of-way.

The following restrictions shall apply to signs on predominantly residential rights-of-way in addition to any other requirements in this chapter:

- (1) Only one on-premises sign not exceeding six (6) square feet in sign area shall be permitted per property. For property that has multiple dwelling units, one additional sign totaling not more than thirty-two (32) square feet in sign area shall be permitted.
- (2) Signs may be placed anywhere on the premises except as restricted in this chapter. Signs may not project beyond any property line and, if ground mounted, the top shall not be more than five (5) feet above natural ground level. If building mounted, such signs shall be flush mounted and shall not project above the roofline.
- (3) Marquee panels are prohibited in platted residential areas with the exception of one reader panel erected for the sole use of the homeowner's association of the subdivision.
- (4) Subdivisions shall be allowed one permanent identification sign at each entrance. The total sign surface area at each entrance shall not exceed fifty (50) square feet.

Signs authorized by this section that do not exceed six (6) square feet in sign area shall not require a permit for installation and erection.

Sec. 17½-38. - Signs on general rights-of-way.

The following provisions and restrictions shall apply to signs adjacent to general rights-of-way in addition to any other requirements in this chapter. Only the following on-premises signs shall be allowed per property:

- (1) *Wall signs.*
 - a. *Size and number.* Two wall signs are permitted for each business or integrated business development with an allowable total sign area equal to ten (10) percent of

the total wall area. Exterior window signage, for purposes of this chapter, is included in this size computation for wall surface area and, likewise, any text affixed to windows shall be counted as part of the overall wall sign size. Any window used for signage shall remain at least fifty (50) percent unobstructed.

- b. *Location.* A wall sign shall not project above the roofline. The sign must be located on the site where the goods or services are offered.
- c. *Illuminated signs.* No wall sign may be illuminated if it faces a residential subdivision and is located less than fifty (50) feet from a residential property line.

(2) *Ground signs or freestanding signs.*

- a. *Size and number.* Except as provided below, one ground sign is permitted for each business or integrated business development on each street that abuts the tract or lot upon which the business or integrated business development is located. The allowable total sign area for each business shall be fifty (50) square feet, including the frame; provided, however, that a shopping center or integrated business development shall be limited to a total sign area of three hundred (300) square feet including the frame. In addition, each ground sign may have a reader board of up to forty (40) square feet attached to it. A reader board panel shall be treated as a ground sign or a component thereof. A business or integrated business development shall not be allowed to erect a ground sign or freestanding at any location that is contiguous to or located within three hundred (300) feet of any part of, a residential subdivision; rather, a monument sign shall be permitted. Monument signs containing reader board panels shall not exceed fifty (50) square feet in their entirety (overall sign surface area).
- b. *Location and height.* A ground sign shall be set back so that no part of such sign overhangs public property or easements. The height, including any part of the sign or structure, shall not exceed twenty-five (25) feet in height above the highest finished grade at the front property line, or five (5) feet above the roofline of a business establishment, whichever is lower. The sign must be located on the site where the goods or services are offered.
- c. Open or empty panel spaces must be filled with opaque, blank panels of the same color.

(3) *Canopy signs.* One canopy sign is permitted for each business or integrated business development and the specific sign area is limited to no more than twenty (20) percent of the total canopy area. Each directional surface of a canopy shall be considered one sign surface (e.g., a three-sided (u-shaped canopy) shall equate to three (3) sign surfaces). The edge of the canopy sign shall not extend beyond the length or width of the canopy to which it is attached.

(4) *Awning signs.* One awning sign is permitted for each business or integrated business development and the specific sign area is limited to no more than twenty (20) percent of the total awning area. Each directional surface of an awning shall be considered one sign surface (e.g., a three-sided (u-shaped awning) shall equate to three (3) sign surfaces).

Sec. 17½-39. - Specific use signs.

On-premises wall and ground signs used to advertise bona fide religious, institutional, fraternal or nonprofit organizations shall be subject to the provisions set forth in section 17½-38. Such signs shall be maintained according to the provisions of this chapter and the currently adopted International Building Code.

Sec. 17½-40. - Signs on highway frontage.

All signs in this section shall comply within applicable state requirements. The following provisions and restrictions shall apply to signs adjacent to general rights-of-way in addition to any other requirements in this chapter. Only the following on-premises signs shall be allowed for each business establishment as defined in section 17½-2.

- (1) This section applies to business establishments located along the following highway areas; beginning at the city limits on State Highway 35 North, continuing along State Highway 35 Bypass, and ending at the city limits on State Highway 35 South ("the roadway").
- (2) Ground signs or freestanding signs.
 - a. Size and number. One on-premises sign is permitted for each business establishment. The total sign area shall be no greater than one hundred (100) square feet, including the frame. In addition, each sign may have a reader board attached to it with the total area no greater than seventy (70) square feet.
 - b. Location and height. The sign must be positioned to be viewable from the roadway and located within one hundred (100) feet of the right-of-way of the roadway. The height, including any part of the sign or structure, shall not exceed thirty-five (35) feet in height above the highest finished grade at the front property line. The sign must be located on the business establishment's site.
 - c. All signs shall comply with the applicable provisions of the most current editions of the International Building Code and National Electrical Code adopted by the city.

Sec. 17½-41. - Temporary political signs.

- (a) The purpose of this article is to provide reasonable regulations for electioneering on city owned or controlled public property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for its patrons who use the facilities other than for election purposes.
- (b) Political signs shall not be placed on or within the right-of-way. This includes posting signs on trees, telephone poles, traffic signs and other objects in the right-of-way. Signs erected in right-of-way or posing a traffic hazard will be removed without prior notice.
- (c) A temporary political sign may be placed on public property that serves as an early voting location or an election day voting location. Only signs that refer to a candidate or issue that is on the ballot at a particular voting location may be placed at that voting location. A maximum of ten (10) signs per candidate or issue may be placed at each polling location and must be self-supporting and stand alone in nature; not being attached to any other. Each temporary political sign may not:
 - (1) Exceed thirty-six (36) square feet per sign face.

- (2) Exceed eight (8) feet in height.
 - (3) Be illuminated or have any moving elements.
 - (4) Be within one hundred (100) feet of an outside door which a voter may enter the public building.
 - (5) Be placed on the premises earlier than twenty-four (24) hours before the commencement of early voting if being placed at an early voting location or the commencement of election day voting if being placed for an election day voting location.
 - (6) Remain on the premises more than twenty-four (24) hours after early voting has ended if placed at an early voting location or after election day voting has ended if being placed at an election day voting location. Said signs do not have to be removed in the time between early voting and election day.
- (d) All political signs posted on public property in violation of this section are hereby declared to be public nuisances and may be abated as such by the city. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the city and may be disposed of at the discretion of the city.
- (e) Political signs may be placed on private property with the owner's permission ninety (90) days before an election and shall be removed within ten (10) days after the election.

Secs. 17½-42—17½-45. - Reserved.

ARTICLE V. - SIGN TYPES

DIVISION 1. - GENERALLY

Sec. 17½-46. - Painted signs.

Painted signs shall be on permanently weatherproofed materials and all sign surfaces shall be painted or treated with weatherproofed materials.

Sec. 17½-47. - Electrical signs.

Any electrical sign shall conform fully to the applicable requirements of the National Electrical Code (current edition), adopted by section 8-6 of this Code of Ordinances, and shall receive a permit under the provisions of the National Electrical Code (current edition) and this chapter. Electrical signs shall be mounted with internal support and structures.

Sec. 17½-48. - Abandoned signs.

Any on-premises or off-premises sign structure otherwise lawfully erected and maintained which has no copy, transcript, reproduction, model, likeness, image, advertisement, written material, is illegible, or has become unkempt or illegible for a period of ninety (90) consecutive days shall be considered to be in violation of this chapter and shall be rendered blank, restored to use or removed by the owner or permittee within thirty (30) days of receipt of notice from the Sign Administrator and/or Code Enforcement Officer. If the sign is not rendered blank, restored to use or removed within such time period, it shall be considered abandoned and subject to removal by the city. Any on-premises sign which no longer has a business purpose applicable to the property

because of the closure of the business, change in business name or other reason rendering the sign nonapplicable to the property shall be removed or rendered blank by the owner or permittee within ninety (90) days from the date of the action that caused the sign to no longer have a business purpose.

A condition of approval for all sign permits shall be that the permit holder or owner of the building, or premises, at his own expense, removes all abandoned signs. New signs for a building or property on which an abandoned sign is located shall not be approved until the abandoned sign is removed. Approval may be given on the condition that the abandoned sign is removed before a new sign is erected.

Sec. 17½-49. - Nonconforming signs.

- (a) Signs which do not conform to this chapter, but which lawfully existed and were maintained on the effective date of this chapter shall be kept in good repair and visual appearance and no structural alteration shall be made thereto. An off-premises nonconforming sign that is destroyed, blown down or dismantled for any purpose other than maintenance operations or for changing the letters, symbols or other matters on the sign shall not be allowed to be replaced. A nonconforming on-premises sign that is destroyed, blown down, or dismantled for any purpose may be replaced provided that the sign conforms to the requirements of this chapter. For purposes of this section a sign shall be considered to have been destroyed if the estimated cost to repair the sign is more than fifty (50) percent of the cost of erecting a new sign of the same type at the same location.
- (b) Businesses that have one or more nonconforming on-premises signs will not be granted permits for new signs unless the permit is for a conforming on-premises sign that will replace a nonconforming on-premises sign.

Secs. 17½-50—17½-55. - Reserved.

DIVISION 2. - TEMPORARY SIGNS

Sec. 17½-56. - Generally; unlawful to erect, alter or relocate.

Unless otherwise specifically authorized in section 17½-5 of this chapter, it shall be unlawful for any person to erect, structurally alter or relocate a temporary sign. Temporary signs erected in violation of this chapter are subject to removal and/or impoundment according to the provisions of this chapter.

Sec. 17½-57. – Temporary signs for developments under construction.

- (a) *Subdivisions and developments under construction signs.*
 - (1) *Allowed.* One temporary subdivision sign may be located at each of any of the main entrances to any new residential subdivision. One temporary sign for developments under construction shall be allowed for the tract or lot on which the building or complex is located, in order to give information concerning leasing, renting, selling, financing, and/or contracting. Off-premises temporary signs, except kiosk signs, advertising subdivisions or developments under construction are prohibited.

- (2) *Size.* The sign facing for each such temporary subdivision sign shall not exceed fifty (50) square feet in area and be no more than twelve (12) feet in height.
- (3) *Removal.* All temporary subdivision signs shall be removed when the lots in the subdivision have been sold to homebuyers. All temporary signs for developments under construction shall be removed upon completion of the project.
- (4) *Permits.* Not required
- (b) *Kiosk Signs.*
 - (1) *Allowed.* Kiosk signs provide directions to subdivisions, homebuilders, and city facilities. These signs shall be maintained in good repair and legible condition.
 - (2) *Location.* Signs are placed in various locations throughout the City of Alvin
 - (3) *Removal.* Each kiosk sign may remain until such time deemed appropriate by the City Manager or their designee
 - (4) *Permits.* Not required. Prior approval by the City Manager or their designee is required.

Sec. 17½-58. - Special event signs.

- (a) *Non-profit organizations' temporary signs on private or public property.* Temporary signs that direct the public to or advertise an event of civic interest, such as parades, organized holiday festivities, special events on the behalf of charitable organizations and the like, are allowed on private or public property provided that:
 - (1) Such signs do not exceed thirty-two (32) square feet in area for business establishments and sixteen (16) square feet for residential properties; Such signs shall not be placed in a city or state right of way or easement.
 - (2) Signs are erected only for a time period not to exceed thirty (30) days before and three days after the event;
 - (3) Banners may be used for non-profit special events on property where the event will be held. Such banners shall not total more than thirty-two (32) square feet and the special event site is limited to two (2) banners at all times;
 - (4) Banners at the event site must be attached to a permanent building or between freestanding posts on the property. Such banners may not be placed on benches, fences, shrubs, or the like; and
 - (5) Banners used to advertise a special non-profit event must not, at any time, cause a safety issue or traffic obstruction.
- (b) *Across public rights-of-way.* Banners that advertise civic events may be erected over a city-approved and designated general right-of-way, provided that the following conditions are met:
 - (1) The banner is no more than twenty-five (25) feet in width and not more than four (4) feet in height and has tie-down ropes connected to each corner.
 - (2) The banner shall be at a height more than eighteen (18) feet above the roadway.

- (3) The banner shall only be installed at a dedicated location designated and approved by the city; and the city shall erect the banner in a timely manner, once the required permit has been obtained.
 - (4) Banner permit fees shall be designed to recover the city's expense of erecting and removing the banner in a safe and proper manner. Each banner permit fee shall be as set forth in chapter 28 of this Code and shall be submitted and approved no sooner than sixty (60) days prior to a requested display date, nor later than forty-five (45) days immediately preceding the requested display date.
 - (5) The banner is erected no more than two (2) weeks prior to the event and removed within three (3) days upon conclusion of the event.
- (c) *Grand opening signs.* The purpose of grand opening signage is to allow a new business to benefit from special advertising signage which is not usually permitted by the provisions of chapter 17½. The following provisions contained within this subsection shall apply to grand opening signage:
- (1) All requests for grand opening signage shall be submitted to the Code Enforcement Department no less than three (3) days prior to the grand opening event date. If approved by a Code Enforcement Officer, they will sign the permit request for approval and issuance of the permit;
 - (2) A permit for grand opening signage shall be required by the Code Enforcement Department. The permit shall be issued for a period of no more than fourteen (14) consecutive calendar days. The grand opening signage permit is limited to the address noted on the certificate of occupancy; and
 - (3) Grand opening signage may include any combination of feather flags, air dancer, snipe/bandit signs, oversized banners, streamers, and/or inflatables, which may be in addition to any other sign allowed by the provisions of this chapter.

Sec. 17½-59. - Signs in multiuse subdivisions.

Signs in multiuse subdivisions must comply with all provisions of this chapter where applicable; however, in addition to signs permitted under this chapter, multiuse subdivisions are entitled to the following:

- (1) One permanent identification sign shall be allowed at each main entrance to each commercial reserve or residential reserve located within the subdivision. The sign area at each such entrance shall not exceed fifty (50) square feet.
- (2) The specifications that pertain to temporary subdivision signs in residential subdivisions as outlined in section 17½-57 shall also apply to temporary real estate signs in multiuse subdivisions.
- (3) Temporary signs for a project under construction may be placed for each new commercial building, parcel, or tract of land to be developed within such subdivision. Each such sign must be located on-premises. The provisions of section 17½-57 shall apply to all temporary signs within multiuse subdivisions.
- (4) Directional signs will be allowed within multiuse subdivisions seven (7) days a week under the following regulations:

- a. All directional signs must be on-premises (within the property lines of the subdivision);
- b. All directional signs must be standardized throughout the project with respect to color, lettering, and frame style;
- c. The developer of the subdivision shall be responsible for determining the uniform construction standards for all directional signs within the multiuse subdivision;
- d. All directional signs shall not exceed twelve (12) square feet in sign area or four (4) feet in height; and
- e. All directional signs must be a minimum of two hundred (200) feet apart.

DIVISION 3. - OFF-PREMISES SIGNS

Sec. 17½-60. - Off-premises ground signs prohibited.

All off-premises ground signs are expressly prohibited, unless otherwise specifically excepted in this chapter. This prohibition is continued in effect from Ordinance No. 96-ZZZ enacted on or about September 19, 1996. Off-premises ground signs that were in existence prior to October 4, 1996 (the effective date of Ordinance No. 96-ZZZ) shall be allowed to remain subject to the provisions of this chapter and compliance therewith.

Sec. 17½-61. - Off-premises portable signs prohibited.

Subject to the provisions of this chapter, all portable signs are expressly prohibited. This prohibition is continued in effect from Ordinance No. 92-R enacted on or about September 8, 1992. It shall be unlawful for any person to place, display or allow public view of a portable sign, whether on-premises or off-premises.

Secs. 17½-62—17½-66. - Reserved.

DIVISION 4. - ON-PREMISES PORTABLE SIGNS

Sec. 17½-67. - On-premises portable signs prohibited.

On-premises portable signs shall continue to be expressly prohibited from and after the effective date of December 31, 2003.

Secs. 17½-68—17½-81. - Reserved.

Section 2. That except as amended herein all other provisions of Chapter 17 ½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be emended, shall be guilty of a misdemeanor, and on conviction,

shall be fined in an amount not to exceeding \$500.00. Each continuing day's violation shall constitute a separate offence. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

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

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

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

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

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/3/2022

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Consider Ordinance 22-J, amending Chapter 25, Water and Sewers of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the City's business hours, Definitions, and deleting in its entirety Article IV, Extension of water and sewer lines under front foot charge program; providing for penalties; providing for severability; and setting forth other provisions related thereto.

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

Summary: This Ordinance is amending Chapter 25, Water and Sewers of the City of Alvin 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 amendment as presented. The changes in summary are:

- Amending Sections 25-10 and 25-11 – Updating the ordinance to reflect actual City Offices hours of operation.
- Amending Section 25-25 – Defining “Tie-on range” as 1,000 feet from city's water and sewer system
- Deleting in its entirety Article IV – “Extension of water and sewer lines under front foot charge program” – This article is being deleted because these utility extensions are completed by developers or property owners at their expense for their commercial, multifamily, and residential developments.

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:** 2/24/2022 SLH

Supporting documents attached:

- Ord 22-J; Redlined
- Ord 22-J; Clean Version

Recommendation: Move to approve Ordinance 22-J, amending Chapter 25, Water and Sewers of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the City's business hours, Definitions, and deleting in its entirety Article IV, Extension of water and sewer lines under front foot charge program; providing for penalties; providing for severability; 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-J

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 25, WATER AND SEWERS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING THE CITY'S BUSINESS HOURS, DEFINITIONS, AND DELETING IN ITS ENTIRETY ARTICLE IV- EXTENSION OF WATER AND SEWER LINES UNDER FRONT FOOT CHARGE PROGRAM; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin, Texas, finds that it is in the best interest and welfare of the citizens to amend said ordinance for the purposes of carrying out the maintenance and operation of the City of Alvin water and sewer system; and

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

Section 1. That Chapter 25, Water and Sewers, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 25, WATER AND SEWERS

ARTICLE I. IN GENERAL

Sec. 25-1. Superintendent of water works—Appointment and general functions.

There shall be appointed by the ~~e~~City ~~m~~Manager a ~~S~~superintendent of the water works, who shall be the administrative officer of the water works system, including all engine houses, engines, pumps, reservoirs, stand pipes, elevated tanks, pipe lines, hydrants, meters, wrenches, stopcocks, gate valves, fire plugs, testing equipment and all other property and machinery used in or connected with the water works system.

Sec. 25-2. Same—Inspection and repair of water works system.

The ~~s~~Superintendent of the water works shall make frequent inspection of all ~~pipe lines~~pipelines and other property used in or connected with the water works system and shall make all repairs deemed necessary and consistent with his duties.

Sec. 25-3. Same—Control of water supply; duty to give notice when water to be shut off for repairs, etc.

The ~~s~~Superintendent of the water works shall attend to and control the water supply and at all times see to the sufficiency thereof. He shall notify the community, unless emergency requires otherwise, of the necessity of shutting off any pipeline for the purpose of making repairs, extensions, connections, etc., should he know beforehand the necessity to so shut off the water from any line or lines of the system.

Sec. 25-4. Same—Duty to report violations of chapter and have offenders prosecuted.

The ~~s~~Superintendent of the water works shall report all violations of this chapter to the judge of the municipal court and shall forthwith proceed to have prosecuted offenders as set forth in this chapter or any amendment thereof.

Sec. 25-5. Application for water service; making of water connections.

It shall be unlawful for any person to make any connection to the mains or pipes of the waterworks system of the city without first making application to the city and complying with the provisions of this chapter. The person requesting or needing to make connection(s) shall completely fill out the application, the form of which shall be provided by the city. The form of the application shall include sections to identify the purpose of the use of the water connection, the name of the property owner, the lot and block number of the property, the street name, and the house number. Upon payment of all fees required by chapter 28 of this Code and satisfaction of all requirements set by this chapter, the ~~d~~Director of ~~p~~Public ~~works~~Services and ~~e~~Engineering shall issue or cause to be issued the permit(s) for the necessary connections to the city's waterworks system.

Sec. 25-6. Water meters—Responsibility of property owner.

The property owner shall be responsible for the initial installation of the appropriate water meter. All water meters installed on taps, whether private or to be dedicated to the city, shall be set by a plumber licensed by the State of Texas. Those water meters to be dedicated to and maintained by the city shall be obtained from the city at the time of applying for a water tap. The fee for such a meter shall be that set forth in chapter 28 of this Code. The meter shall be installed in accordance with the City of Alvin Standard Details for Public Infrastructure Construction, File E-U00I, E-U002 or E-U003, as applicable, as such may be hereafter amended. The meter shall be inspected by the ~~e~~City ~~e~~Engineer or ~~his~~ the designated representative at the time of installation. Water service shall not be provided until the ~~e~~City ~~e~~Engineer or ~~his~~ the designated representative certifies in writing that the installation complies with the requirements of this chapter and all other applicable provisions of this Code and regulations.

...

Sec. 25-10. Water taps.

- (a) The property owner shall be responsible for causing the water taps to be made to the city's water mains. All water taps shall be made by a plumber licensed by the State of Texas. The water tap shall be installed in accordance with the City of Alvin Standard Details for Public Infrastructure Construction, File E-U004, as such may be hereafter amended, and shall be

inspected by the city engineer or his designated representative at the time of installation. Water service shall not be provided until the ~~C~~city ~~E~~ngineer or his/~~her~~ designated representative certifies in writing that the installation complies with the requirements of this chapter and other applicable provisions of this Code. An inspection fee as set forth in chapter 28 of this Code shall be due at the time of application for the water tap. An inspection fee as set forth in chapter 28 of this Code shall be due in advance for each necessary reinspection. Inspections shall be made only on Monday through ~~Friday~~ ~~Thursday~~ between ~~8:00 a.m. and 5:00 p.m.~~ 7:00 a.m. and 6:00 p. m., excluding city holidays.

- (b) In addition to the requirements set forth in subsection (a) above, water taps made on water mains located within state highway rights-of-way shall be subject to the provisions set forth in chapter 28 hereof for such water taps.
- (c) All water main taps which require crossing a city street or in which the main is under a city street shall require a street cut permit. All street cut permits shall be reviewed by the ~~e~~City ~~e~~ngineer or ~~his~~ ~~the~~ designated representative. Water taps for which a street cut permit has been denied shall be installed by a method other than open cut and must be approved by the ~~e~~City ~~e~~ngineer in advance of construction. All approved street cuts shall be made and repaired in accordance with the City of Alvin Standard Details for Public Infrastructure Construction, File E-S001 or E-S002, as applicable, and as such may be hereinafter amended. Prior to cutting the street, a paving bond in the amount of two thousand dollars (\$2000.00) shall be provided on the approved city form. The street shall be barricaded at all times during working hours in accordance with the Texas Manual on Uniform Traffic Control Devices, as such may be hereinafter amended. After working hours the open cut shall be covered by materials and in a method approved by the ~~C~~city ~~E~~ngineer in order to accommodate the traffic flow. In no case shall the street cut be open for more than five (5) working days. Services associated with the tap shall not be provided until the street cut repair is certified in writing as acceptable by the city engineer or his designated representative. The cost of required testing shall be the responsibility of the person requiring the street cut. The fee for inspection of a street cut shall be set forth in chapter 28 of this Code. A reinspection fee in the amount set forth in chapter 28 of this Code shall be due in advance for each necessary reinspection. Inspections shall be made only on Monday through ~~Friday~~ ~~Thursday~~ between ~~8~~7:00 a.m. and ~~5~~6:00 p.m., excluding city holidays.

Sec. 25-11. Wastewater main taps.

- (a) The property owner shall be responsible for causing sewer taps to be made to the city's sanitary sewer system. All wastewater main taps shall be made by a plumber licensed by the State of Texas. The wastewater main tap shall be installed in accordance with the City of Alvin Standard Details for Public Infrastructure Construction, File E-U005, as such may be hereafter amended, and shall be inspected by the engineer or his designated representative at the time of installation. Wastewater service shall not be provided until the installation is certified by the city engineer or his designated representative to be in compliance with this chapter and all other applicable provisions of this Code and regulations. An inspection fee as set forth in chapter 28 of this Code shall be due at the time of application for the wastewater main tap. A reinspection fee as set forth in chapter 28 of this Code shall be due in advance for each necessary reinspection. Inspections shall be made only on Monday through ~~Friday~~ ~~Thursday~~ between ~~8~~7:00 a.m. and ~~5~~6:00 p.m., excluding city holidays.

- (b) In addition to the requirements set forth in subsection (a) above, wastewater main taps made on wastewater mains located within state highway rights-of-way shall be subject to the provisions of chapter 28 of this Code regarding such wastewater main taps.
- (c) All wastewater main taps which require crossing a city street or in which the main is under a city street shall require a street cut permit. In such cases the provisions of section 25-10(c) shall apply.

Sec. 25-12. Service charges—Water rates.

- (a) The rates set forth in chapter 28 of this Code shall be charged each month for water service furnished by the city from and after the first billing cycle in October, 1997.
- (b) If a consumer's water meter malfunctions and fails to register consumption, the consumer will be charged at the rate set forth in chapter 28 of this Code. Except as otherwise provided herein, all water that passes through the meter shall be charged to the consumer, whether used or not. The ~~e~~City ~~m~~Manager ~~or the~~his/her designee may adjust a consumer's amount of water usage in cases where the city damages a water line or meter and such damage is the sole cause of increased, registered water consumption. Any such adjustment will be based on the actual, determined amount of water loss caused by the city damage, or if such determination cannot be made, the adjustment will be based on the consumer's preceding 12-month average for water usage.
- (c) A fee as set forth by the Brazoria County Groundwater Conservation District, based on the per one thousand (1,000) gallons of water pumped from municipal wells each month, shall be determined, assessed and collected as set forth in chapter 28, effective on or after October 1, 2006.
- (d) A fee as set forth by TCEQ for a (1) public health service fee; (2) consolidated water quality fee; and (3) water use assessment fee shall be determined, assessed and collected as set forth in chapter 28 beginning with the November 2009 billing cycle. An annual adjustment or increase may be determined based on the current consumer price index.

...

Sec. 25-16.1. Drought contingency plan—Adopted and authority of the ~~e~~City ~~m~~Manager to enforce restrictions; violations of plan, etc.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Alvin, Texas, adopts regulations and restrictions regarding the delivery and consumption of water. The City of Alvin Drought Contingency Plan⁷ is hereby adopted by reference and can be obtained from the ~~C~~eity ~~S~~ecretary.
- (b) Water uses regulated or prohibited under this drought contingency plan are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water. Violations of said plan are hereby deemed to be unlawful, and the violation of any provisions thereof shall be punishable

by a fine prescribed by section 1-5 of this Code. Each day that any such violation shall continue shall constitute a separate offense.

- (c) The city shall have the ability, in addition to imposition of the above-stated penalties, to terminate water service to any violator after repeated offenses.

...

Sec. 25-19. Unauthorized use of fire hydrants and stop cocks connected with waterworks system.

It shall be unlawful for any person to open or close any fire hydrant or stop cock connected with the waterworks system of the city, or lift or remove the covers of any gate valves or shutoffs thereof, without the permission of the ~~s~~Superintendent of the water works, except in the case of fire, and then under the direction of officers of the fire department.

...

Sec. 25-21. Trespass on water storage tank or standpipe.

It shall be unlawful for any person to go upon or ascend the stairway or steps of any elevated water storage tank or standpipe of the water works system, except by permission of the water works ~~s~~Superintendent.

...

Sec. 25-25. Compulsory connection with sanitary sewer system and/or water works system.

- (a) In every instance where property within the City of Alvin is within "tie-on range" of lines belonging to the sanitary sewer system and the water system of the city, thereby having both sewer and water utilities available to it, then the owner of such property shall be compelled and required to make connection with such sewer and water systems of the city within one (1) year from the date such service becomes available. ~~"Tie-on range" is defined as within the distance where a normal front foot charge (as provided in section 25-91) and service connection charge will provide any required extension 1,000 ft from city water and sewer mains 1,000 ft. from city water and sewer mains.~~ "Tie-on range" is defined as within the distance where a normal front foot charge (as provided in section 25-91) and service connection charge will provide any required extension 1,000 ft from city water and sewer mains. The utilities department shall give written notice to such owner ordering the connections to be made, and such owner shall thereafter be allowed a period of ~~sixty (60)~~ one-hundred eighty (180) days to make the connections, as well as any additional time deemed necessary by the ~~director of utilities~~ Director of Public Services. After the ~~director of utilities~~ Director of Public Services has determined the feasibility for such connections, then it shall be unlawful for any property owner or the occupant of any property to continue to use a water well system connected to such structures served by the city water system, septic tank or any other sewer system on such property. Such property owner shall be required to pay the same connection charges and monthly rates for service as are paid by other users. Any person who fails to make such connections shall be deemed guilty of a misdemeanor and subject to fine in accordance with section 1-5 of this Code. The city council shall further have the right to enjoin the use of a well or septic tank or other private sewer system where such use is in violation of the provisions of this section by filing suit in a court of competent jurisdiction.

- (b) In the instance where property within the City of Alvin is within "tie-in range" of a single utility service only (water line available but not sewer line, or vice versa), thereby having only a single service available to it, then the owner of such property shall be compelled and required to make connection to the available system within one (1) year from the date such service becomes available, under all applicable provisions outlined in the preceding paragraph of this section.

ARTICLE II – DISCHARGE OF INDUSTRIAL WASTES

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Sec. 25-59. Power to enter property.

- (a) The ~~ss~~SSuperintendent and other duly authorized employees of the city bearing proper credentials and identification are entitled to enter any public or private property at any reasonable time for the purpose of enforcing this article.
- (b) Anyone acting this authority shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection.
- (c) Except when caused by negligence or failure of the company to maintain safe conditions, the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the sampling operation.
- (d) The superintendent and other duly authorized employees of the city bearing proper credentials and identification are entitled to enter all private properties through which the city holds a negotiated easement for the purposes of:
- (1) Inspection, observation, measurement, sampling, or repair;
 - (2) Maintenance of any portion of the sewerage system lying within the easements; and
 - (3) Conducting any other authorized activity.

All activities shall be conducted in full accordance with the terms of the negotiated easement pertaining to the private property involved.

- (e) No person acting under the authority of this provision may inquire into any processes including metallurgical, chemical, oil refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the public sewers.

...

~~ARTICLE IV – EXTENSION OF WATER AND SEWER LINES UNDER FRONT FOOT CHARGE PROGRAM~~

~~Sec. 25-98. Definitions.~~

~~For the purpose of this article, the following terms shall have the definitions given to them hereinbelow:~~

~~*Applicant:* A person who is a developer, or represents a developer(s), or a landowner, or a representative of a group of landowners, who makes an application for a water and/or sewer line extension.~~

~~*Extension site:* A parcel of land within the city limits of Alvin that is not abutted by water and/or sewer lines that are capable of providing adequate service and which requires a water and/or sewer line extension for the provision of that service.~~

~~*Sewer line extension:* The sewer line, manholes and appurtenances that must be installed to provide for sewer collection to a parcel of land (extension site) that lies outside an adequate sanitary sewer area.~~

~~*Water line extension:* The water line, fire hydrants and appurtenances that must be installed to provide fire protection and/or commercial, industrial and residential water supply to a parcel of land (extension site) that lies outside of an adequate water service area.~~

~~Sec. 25-99. Limits of policy.~~

- ~~(a) A six-inch water line shall be the minimum size required for a water line extension.~~
- ~~(b) An eight-inch sewer line shall be the minimum size required for a sewer line extension.~~
- ~~(c) The materials used for water and/or sewer line extensions will be subject to the field conditions encountered and city specifications in effect at the time of construction.~~
- ~~(d) Construction work performed by the city utilities department shall be limited by the depth of the line(s) to be constructed and/or the type of construction and the department equipment available.~~

~~(Ord. No. 90-O, § 6(25-89), 7-5-90)~~

~~Sec. 25-100. Application for water and/or sewer extension.~~

- ~~(a) The applicant shall make his/her request for water and/or sewer line extension to the director of utilities. The applicant shall fill out a standard application form and shall supply all necessary information (maps, diagrams, engineering reports, etc.) concerning the extension site.~~
- ~~(b) The director of utilities shall develop and submit a preliminary plan, cost estimate, recommendations and application form to the city manager. The city manager shall review these items, and he shall approve or disapprove extensions less than one thousand (1,000) feet. Any extensions of one thousand (1,000) feet or more shall be approved or disapproved by the Alvin City Council. The approved/disapproved application shall be returned to the director of utilities for processing.~~

~~(Ord. No. 90-O, § 6(25-90), 7-5-90)~~

~~Sec. 25-101. Front foot charges established.~~

~~The front foot charge(s) for water and sewer as set forth in chapter 28 of this Code shall be charged in accordance with the extension policy set forth in section 25-104 herein.~~

~~(Ord. No. 90-O, § 6(25-91), 7-5-90; Ord. No. 00-PP, § 82, 10-19-00)~~

~~Sec. 25-102. Reduced front foot charge for singly platted tract capable of later division.~~

~~In the event that the person desiring water and/or sewer service owns a tract of land to be served which is presently platted as a single unit but which is of sufficient size to be divided and replatted into two (2) or more tracts at a later date, the front foot charge shall be made on a "minimal front foot" basis as set forth in chapter 28 of this Code.~~

~~(Ord. No. 90-O, § 6(25-92), 7-5-90; Ord. No. 00-PP, § 83, 10-19-00)~~

~~Sec. 25-103. Reduced front foot charge for existing septic and/or well system.~~

~~(a) In the event that the person desiring water service has an existing well system on the property to be served, the water front foot charge shall be that set forth in chapter 28 of this Code.~~

~~(b) In the event that the person desiring sewer service has an existing septic system on the property to be served, the sewer front foot charge shall be that set forth in chapter 28 of this Code.~~

~~(Ord. No. 90-O, § 6(25-93), 7-5-90; Ord. No. 00-PP, § 84, 10-19-00)~~

~~Sec. 25-104. Extension policy.~~

~~(a) The city shall extend one hundred (100) feet of main for each property on which front foot charge is being paid in order to pay for extension from the point of connection to the nearest corner of the property to be served~~

~~(b) Such city extension, when made, shall extend across the property for which a front foot charge is paid.~~

~~(c) Distances across public streets and deeded drainage rights-of-way shall not be charged in computing the 100-foot extension made by the city.~~

~~(d) Distances across side yards already having a front connection to the main shall not be charged in computing the 100-foot extension made by the city.~~

~~(e) Should the above policies still leave an extension short of the nearest corner of the property to be served, the person desiring water and/or sewer service may pay an extra sixty (60) feet front foot charge for each additional one hundred (100) feet of extension. In such case, extra amounts paid to the city under the front foot charge sections shall, for a period of ten (10) years, be refunded from front foot charge receipts (front footage payments for this specific portion of this line) until the full extra investment is repaid.~~

~~(Ord. No. 90-O, § 6(25-94), 7-5-90)~~

~~Sec. 25-105. Full cost to be charged for connection outside of city.~~

~~All the foregoing sections and provisions apply to people and property within the city limits of the City of Alvin, Texas. In the event that a person outside the city limits desires to make water and/or sewer connection(s) to available city systems, then same may be made if approved by the director of public works and engineering and upon payment of the costs set forth in chapter 28 of this Code.~~

~~(Ord. No. 90-O, § 6(25-95), 7-5-90; Ord. No. 00-PP, § 85, 10-19-00)~~

Section 2. That except as amended herein all other provisions of Chapter 25 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

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

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

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

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

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

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

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 22-J

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 25, WATER AND SEWERS, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING THE CITY'S BUSINESS HOURS, DEFINITIONS, AND DELETING IN ITS ENTIRETY ARTICLE IV- EXTENSION OF WATER AND SEWER LINES UNDER FRONT FOOT CHARGE PROGRAM; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City Council of the City of Alvin, Texas, finds that it is in the best interest and welfare of the citizens to amend said ordinance for the purposes of carrying out the maintenance and operation of the City of Alvin water and sewer system; and

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

Section 1. That Chapter 25, Water and Sewers, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 25, WATER AND SEWERS

ARTICLE I. IN GENERAL

Sec. 25-1. Superintendent of water works—Appointment and general functions.

There shall be appointed by the City Manager a Superintendent of the water works, who shall be the administrative officer of the water works system, including all engine houses, engines, pumps, reservoirs, stand pipes, elevated tanks, pipe lines, hydrants, meters, wrenches, stopcocks, gate valves, fire plugs, testing equipment and all other property and machinery used in or connected with the water works system.

Sec. 25-2. Same—Inspection and repair of water works system.

The Superintendent of the water works shall make frequent inspection of all pipelines and other property used in or connected with the water works system and shall make all repairs deemed necessary and consistent with his duties.

Sec. 25-3. Same—Control of water supply; duty to give notice when water to be shut off for repairs, etc.

The Superintendent of the water works shall attend to and control the water supply and at all times see to the sufficiency thereof. He shall notify the community, unless emergency requires otherwise, of the necessity of shutting off any pipeline for the purpose of making repairs, extensions, connections, etc., should he know beforehand the necessity to so shut off the water from any line or lines of the system.

Sec. 25-4. Same—Duty to report violations of chapter and have offenders prosecuted.

The Superintendent of the water works shall report all violations of this chapter to the judge of the municipal court and shall forthwith proceed to have prosecuted offenders as set forth in this chapter or any amendment thereof.

Sec. 25-5. Application for water service; making of water connections.

It shall be unlawful for any person to make any connection to the mains or pipes of the waterworks system of the city without first making application to the city and complying with the provisions of this chapter. The person requesting or needing to make connection(s) shall completely fill out the application, the form of which shall be provided by the city. The form of the application shall include sections to identify the purpose of the use of the water connection, the name of the property owner, the lot and block number of the property, the street name, and the house number. Upon payment of all fees required by chapter 28 of this Code and satisfaction of all requirements set by this chapter, the Director of Public Services and Engineering shall issue or cause to be issued the permit(s) for the necessary connections to the city's waterworks system.

Sec. 25-6. Water meters—Responsibility of property owner.

The property owner shall be responsible for the initial installation of the appropriate water meter. All water meters installed on taps, whether private or to be dedicated to the city, shall be set by a plumber licensed by the State of Texas. Those water meters to be dedicated to and maintained by the city shall be obtained from the city at the time of applying for a water tap. The fee for such a meter shall be that set forth in chapter 28 of this Code. The meter shall be installed in accordance with the City of Alvin Standard Details for Public Infrastructure Construction, File E-U001, E-U002 or E-U003, as applicable, as such may be hereafter amended. The meter shall be inspected by the City Engineer or the designated representative at the time of installation. Water service shall not be provided until the City Engineer, or the designated representative certifies in writing that the installation complies with the requirements of this chapter and all other applicable provisions of this Code and regulations.

...

Sec. 25-10. Water taps.

- (a) The property owner shall be responsible for causing the water taps to be made to the city's water mains. All water taps shall be made by a plumber licensed by the State of Texas. The water tap shall be installed in accordance with the City of Alvin Standard Details for Public Infrastructure Construction, File E-U004, as such may be hereafter amended, and shall be inspected by the city engineer or his designated representative at the time of installation.

Water service shall not be provided until the City Engineer, or his/her designated representative certifies in writing that the installation complies with the requirements of this chapter and other applicable provisions of this Code. An inspection fee as set forth in chapter 28 of this Code shall be due at the time of application for the water tap. An inspection fee as set forth in chapter 28 of this Code shall be due in advance for each necessary reinspection. Inspections shall be made only on Monday through Thursday between 7:00 a.m. and 6:00 p.m., excluding city holidays.

- (b) In addition to the requirements set forth in subsection (a) above, water taps made on water mains located within state highway rights-of-way shall be subject to the provisions set forth in chapter 28 hereof for such water taps.
- (c) All water main taps which require crossing a city street or in which the main is under a city street shall require a street cut permit. All street cut permits shall be reviewed by the City Engineer or the designated representative. Water taps for which a street cut permit has been denied shall be installed by a method other than open cut and must be approved by the City Engineer in advance of construction. All approved street cuts shall be made and repaired in accordance with the City of Alvin Standard Details for Public Infrastructure Construction, File E-S001 or E-S002, as applicable, and as such may be hereinafter amended. Prior to cutting the street, a paving bond in the amount of two thousand dollars (\$2000.00) shall be provided on the approved city form. The street shall be barricaded at all times during working hours in accordance with the Texas Manual on Uniform Traffic Control Devices, as such may be hereinafter amended. After working hours, the open cut shall be covered by materials and in a method approved by the City Engineer in order to accommodate the traffic flow. In no case shall the street cut be open for more than five (5) working days. Services associated with the tap shall not be provided until the street cut repair is certified in writing as acceptable by the city engineer or his designated representative. The cost of required testing shall be the responsibility of the person requiring the street cut. The fee for inspection of a street cut shall be set forth in chapter 28 of this Code. A reinspection fee in the amount set forth in chapter 28 of this Code shall be due in advance for each necessary reinspection. Inspections shall be made only on Monday through Thursday between 7:00 a.m. and 6:00 p.m., excluding city holidays.

Sec. 25-11. Wastewater main taps.

- (a) The property owner shall be responsible for causing sewer taps to be made to the city's sanitary sewer system. All wastewater main taps shall be made by a plumber licensed by the State of Texas. The wastewater main tap shall be installed in accordance with the City of Alvin Standard Details for Public Infrastructure Construction, File E-U005, as such may be hereafter amended, and shall be inspected by the engineer or his designated representative at the time of installation. Wastewater service shall not be provided until the installation is certified by the city engineer or his designated representative to be in compliance with this chapter and all other applicable provisions of this Code and regulations. An inspection fee as set forth in chapter 28 of this Code shall be due at the time of application for the wastewater main tap. A reinspection fee as set forth in chapter 28 of this Code shall be due in advance for each necessary reinspection. Inspections shall be made only on Monday through Thursday between 7:00 a.m. and 6:00 p.m., excluding city holidays.

- (b) In addition to the requirements set forth in subsection (a) above, wastewater main taps made on wastewater mains located within state highway rights-of-way shall be subject to the provisions of chapter 28 of this Code regarding such wastewater main taps.
- (c) All wastewater main taps which require crossing a city street or in which the main is under a city street shall require a street cut permit. In such cases the provisions of section 25-10(c) shall apply.

Sec. 25-12. Service charges—Water rates.

- (a) The rates set forth in chapter 28 of this Code shall be charged each month for water service furnished by the city from and after the first billing cycle in October, 1997.
- (b) If a consumer's water meter malfunctions and fails to register consumption, the consumer will be charged at the rate set forth in chapter 28 of this Code. Except as otherwise provided herein, all water that passes through the meter shall be charged to the consumer, whether used or not. The City Manager or his/her designee may adjust a consumer's amount of water usage in cases where the city damages a water line or meter and such damage is the sole cause of increased, registered water consumption. Any such adjustment will be based on the actual, determined amount of water loss caused by the city damage, or if such determination cannot be made, the adjustment will be based on the consumer's preceding 12-month average for water usage.
- (c) A fee as set forth by the Brazoria County Groundwater Conservation District, based on the per one thousand (1,000) gallons of water pumped from municipal wells each month, shall be determined, assessed and collected as set forth in chapter 28, effective on or after October 1, 2006.
- (d) A fee as set forth by TCEQ for a (1) public health service fee; (2) consolidated water quality fee; and (3) water use assessment fee shall be determined, assessed and collected as set forth in chapter 28 beginning with the November 2009 billing cycle. An annual adjustment or increase may be determined based on the current consumer price index.

...

Sec. 25-16.1. Drought contingency plan—Adopted and authority of the City Manager to enforce restrictions; violations of plan, etc.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Alvin, Texas, adopts regulations and restrictions regarding the delivery and consumption of water. The City of Alvin Drought Contingency Plan is hereby adopted by reference and can be obtained from the City Secretary.
- (b) Water uses regulated or prohibited under this drought contingency plan are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water. Violations of said plan are hereby deemed to be unlawful, and the violation of any provisions thereof shall be punishable

by a fine prescribed by section 1-5 of this Code. Each day that any such violation shall continue shall constitute a separate offense.

- (c) The city shall have the ability, in addition to imposition of the above-stated penalties, to terminate water service to any violator after repeated offenses.

...

Sec. 25-19. Unauthorized use of fire hydrants and stop cocks connected with waterworks system.

It shall be unlawful for any person to open or close any fire hydrant or stop cock connected with the waterworks system of the city or lift or remove the covers of any gate valves or shutoffs thereof, without the permission of the Superintendent of the water works, except in the case of fire, and then under the direction of officers of the fire department.

...

Sec. 25-21. Trespass on water storage tank or standpipe.

It shall be unlawful for any person to go upon or ascend the stairway or steps of any elevated water storage tank or standpipe of the water works system, except by permission of the water works Superintendent.

...

Sec. 25-25. Compulsory connection with sanitary sewer system and/or water works system.

- (a) In every instance where property within the City of Alvin is within "tie-on range" of lines belonging to the sanitary sewer system and the water system of the city, thereby having both sewer and water utilities available to it, then the owner of such property shall be compelled and required to make connection with such sewer and water systems of the city within one (1) year from the date such service becomes available. "Tie-on range" is defined as within 1,000 ft. from city water and sewer mains. The utilities department shall give written notice to such owner ordering the connections to be made, and such owner shall thereafter be allowed a period of one-hundred eighty (180) days to make the connections, as well as any additional time deemed necessary by the Director of Public Services. After the Director of Public Services has determined the feasibility for such connections, then it shall be unlawful for any property owner or the occupant of any property to continue to use a water well system connected to such structures served by the city water system, septic tank or any other sewer system on such property. Such property owner shall be required to pay the same connection charges and monthly rates for service as are paid by other users. Any person who fails to make such connections shall be deemed guilty of a misdemeanor and subject to fine in accordance with section 1-5 of this Code. The city council shall further have the right to enjoin the use of a well or septic tank or other private sewer system where such use is in violation of the provisions of this section by filing suit in a court of competent jurisdiction.
- (b) In the instance where property within the City of Alvin is within "tie-in range" of a single utility service only (water line available but not sewer line, or vice versa), thereby having only a single service available to it, then the owner of such property shall be compelled and required to make connection to the available system within one (1) year from the date such

service becomes available, under all applicable provisions outlined in the preceding paragraph of this section.

ARTICLE II – DISCHARGE OF INDUSTRIAL WASTES

...

Sec. 25-59. Power to enter property.

- (a) The Superintendent and other duly authorized employees of the city bearing proper credentials and identification are entitled to enter any public or private property at any reasonable time for the purpose of enforcing this article.
- (b) Anyone acting this authority shall observe the establishment's rules and regulations concerning safety, internal security, and fire protection.
- (c) Except when caused by negligence or failure of the company to maintain safe conditions, the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the sampling operation.
- (d) The superintendent and other duly authorized employees of the city bearing proper credentials and identification are entitled to enter all private properties through which the city holds a negotiated easement for the purposes of:
 - (1) Inspection, observation, measurement, sampling, or repair;
 - (2) Maintenance of any portion of the sewerage system lying within the easements; and
 - (3) Conducting any other authorized activity.All activities shall be conducted in full accordance with the terms of the negotiated easement pertaining to the private property involved.
- (e) No person acting under the authority of this provision may inquire into any processes including metallurgical, chemical, oil refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the public sewers.

...

Section 2. That except as amended herein all other provisions of Chapter 25 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

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

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

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

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

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

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

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

THE CITY OF ALVIN, TEXAS

ATTEST

By:_____

Paul A. Horn, Mayor

By:_____

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/3/2022

Department: Parks & Recreation

Contact: Dan Kelinske, Director

Agenda Item: Consider Ordinance 22-K, amending Chapter 16½ Parks and Recreation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I. In General, Article II. Public Park Restrictions, and Article III. Use of Parks; providing for penalties; providing for severability; and setting forth other provisions related thereto.

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

Summary: This Ordinance is amending Chapter 16½, Parks & Recreation, of the City of Alvin Code of Ordinances. The proposed changes were presented to City Council at the February 17, 2022, City Council meeting for discussion. City Council had no objections or concerns with the amendments as presented.

The summary of changes are as follows:

- Chapter 16 ½ Sec 1 – Increasing the Parks & Recreation Board from not less than seven (7) persons and not more than nine (9) persons (currently reads just seven (7)). Recommended change is consistent with current City Charter
 - Chapter 16 ½ Sec 12 – Allowing Park Director the authority to place written park rules within parks
 - Chapter 16 ½ Sec 23 – Changing the Section title of “Concessions” to “Concessions, Sales, or other Charging Fees in Parks”
 - Chapter 16 ½ Sec 25 – Authorizing Parks Director to deny permits to include non-compliance with any approval conditions
 - Chapter 16 ½ Sec 28 – Removing automatic placement of denied permit application on City Council agenda; applicant still retains right to appeal to City Council upon request
 - Chapter 16 ½ Sec 29 – Allowing Parks Director to establish rules and regulations regarding transfers and refunds of park permits, subject to approval of the City Manager
 - Chapter 16 ½ Sec 31 – adding penalty provision that applies to Article III
-

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:** 2/24/2022 SLH _____

Supporting documents attached:

- Ord 22-K Redlined
 - Ord 22-K Clean Version
-

Recommendation: Move to approve Ordinance 22-K, amending Chapter 16½ Parks and Recreation, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article I. In General, Article II. Public Park Restrictions, and Article III. Use of Parks; providing for penalties; providing for severability; 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-K

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 16½, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE I. IN GENERAL, ARTICLE II. PUBLIC PARK RESTRICTIONS, AND ARTICLE III. USE OF PARKS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; 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 16½, Parks and Recreation, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 16 ½, PARKS AND RECREATION

ARTICLE I. IN GENERAL

Sec. 16½-1. Parks and recreation board created; composition; qualifications, compensation of members.

There is hereby created a parks and recreation board for the city, which shall be composed of seven (7) to nine (9) persons who are resident, qualified voters of the city and who have resided within the city for a period of not less than six (6) months immediately preceding their appointment. ~~Members of the parks and recreation board shall be such persons who are known to be interested in leisure time of the people of the city.~~ The city manager shall be an ex officio member of the board. The members of the parks and recreation board shall serve without compensation.

...

ARTICLE II. PUBLIC PARK RESTRICTIONS

...

Sec. 16½-12. Signage.

The parks director is hereby authorized and directed to erect and place appropriate signs in areas of the public parks:

- (1) Where parking is allowed;
- (2) Where motorcycles, motor scooters, motor vehicles or other vehicles may be operated; and

- (3) Where motorcycles, motor scooters, motor vehicles, trailers, and other vehicles are prohibited.

(4) Written rules consistent with the safe and orderly use of the park and amenities

Sec. 16½-13. Public gatherings permit areas.

- (a) No permit shall be required to use the parks or to hold any public meeting or gathering except in the following designated areas of the parks:
 - (1) Any building or facility for which a rental fee is imposed by the city pursuant to this Code;
 - (2) Any baseball field, basketball court, tennis court, swimming pool, or other area specifically designated and equipped for sporting or recreational events, whether a rental fee is imposed pursuant to this Code or not; or
 - (3) Any other improved and specially maintained area so designated by a rule or regulation promulgated pursuant to this Code.
- (b) Use of the areas designated in or pursuant to subsection (a) shall be on a first-come, first-served basis. ~~The parks director shall cause all completed written applications received to be immediately time-stamped upon their actual receipt by his office.~~ The parks director shall ensure all completed applications are time stamped upon submittal. The first in time shall be the first in right, provided that if two (2) or more conflicting applications are received simultaneously, then the precedence shall be determined by an impartial means of chance.

...

ARTICLE III. USE OF PARKS

...

Sec. 16½-22. Authority of the parks director.

The parks director shall have authority to prescribe written rules and regulations for the administration of the department and for the orderly government and use of the parks, provided that such regulations do not conflict with valid laws or ordinances ~~A copy of such rules and regulations shall be maintained for public inspection in the offices of the parks director and the city secretary.~~ Without limitation, the parks director is authorized to include provisions that govern the use of parks by the public and may prescribe such rules and regulations that promote the healthful and generalized use of the parks.

Sec. 16½-23. Concessions ~~in parks,~~ Sales or other Charging Fees.

No person shall have the right to offer anything for sale or barter, or to exhibit anything, or to conduct any amusement, recreational activity, sports event, or other business for which any

participation or admission fee is charged or revenue is otherwise derived, within any park without first obtaining the written consent of the city by the parks director.

...

Sec. 16½-25. Reasons for permit denial.

Upon receiving such written application, the parks director must grant permission to use the designated area unless:

- (1) The designated area has been previously reserved;
 - (2) The applicant refuses to pay any applicable fees or deposits imposed by the city pursuant to this Code;
 - (3) The applicant refuses to obtain a concession consent pursuant to this Code, if applicable;
 - (4) The size and nature of the meeting is inappropriate for the designated area requested or will substantially interrupt the safe and orderly movement of traffic or police, fire or ambulance emergency equipment on streets adjacent to, running through or around the park; or
 - (5) The proposed function would be disruptive to or incompatible with, or cause an adverse effect on the use of the designated area by others.
- (6) Non-compliance of any approval conditions including but not limited to; proof of required insurance, permits, incomplete application, other conditions relevant to hosting and operating a safe and orderly event.

Sec. 16½-26. Procedure of parks director upon permit denial.

If the parks director denies the permit, then the parks director must notify the applicant of the denial and the reasons therefore by ~~letter-mailed~~ written communication to the applicant within five (5) days of the date of the receipt of the application (exclusive of Saturdays, Sundays and city-observed holidays). ~~Such letter shall be addressed to the applicant at the address stated on the application.~~ If the parks director fails to ~~mail such a letter~~ provide written communication within such five-day period, such failure shall be deemed a granting of permission to use the designated area as requested. If the denial is based upon subsections 16½-25(4) or (5), the parks director shall advise the applicant of alternative designated areas, if any, capable of handling a ~~meeting-gathering~~ of the requested size and nature.

Sec. 16½-27. ~~Meetings~~Gatherings where security precautions necessary.

If the parks director determines that the conduct of the ~~meeting-gathering~~ may reasonably cause severe injury to persons or property, or create a riot or disturbance detrimental to the health, safety and welfare of the public, he/she may require ~~that~~ additional security precautions be taken to permit the use of the designated area. In such event, the parks director may grant the permission upon condition that the applicant must submit a written proposal for security and obtain the parks director's approval thereof prior to the public gathering. Such proposal shall be

subject to review, approval and appeal in the same manner as a permit application under this article provided that the parks director shall have reasonable time ~~three (3) days in lieu of five (5) days~~ in which to approve or deny the proposal.

Sec. 16½-28. Procedure of city council upon permit denial.

In the event the parks director shall deny any applicant permission to use a designated area, ~~the parks director will immediately advise the city secretary of such denial. The city secretary shall place the parks director's denial of permission to use a designated area on the next city council meeting agenda.~~ The applicant may ~~appear~~ appeal to city council at ~~such~~ the next available city council meeting. ~~to appeal the parks director's denial or the applicant may withdraw the appeal.~~ The city council shall render a decision upon the appeal within twenty-one (21) days of the parks director's denial and such action as the city council may take thereon shall be final and conclusive. If the city council fails to render a decision within twenty-one (21) days of the parks director's refusal, the permit to use the designated area will be deemed granted.

Sec. 16½-29. Transfers, refunds.

The parks director, subject to the approval of the city manager ~~mayor and city council~~, may establish rules and regulations pursuant to this Code relating to refunds. No refund shall be made except as authorized pursuant thereto. Permits may not be assigned under any circumstances.

...

Sec. 16½-31. Penalty.

Any person who shall violate any of the provisions of this article shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine prescribed by section 1-5. Each day's violation shall constitute a separate offense.

Section 2. That except as amended herein all other provisions of Chapter 16½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be emended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceeding \$500.00. Each continuing day's violation shall constitute a separate offense. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

Section 4. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining

portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

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

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

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

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

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

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

ORDINANCE NO. 22-K

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 16½, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING ARTICLE I. IN GENERAL, ARTICLE II. PUBLIC PARK RESTRICTIONS, AND ARTICLE III. USE OF PARKS; PROVIDING FOR PENALTIES; PROVIDING FOR SEVERABILITY; 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 16½, Parks and Recreation, of the Code of Ordinances, City of Alvin, Texas, is hereby amended with the language as follows:

CHAPTER 16 ½, PARKS AND RECREATION

ARTICLE I. IN GENERAL

Sec. 16½-1. Parks and recreation board created; composition; qualifications, compensation of members.

There is hereby created a parks and recreation board for the city, which shall be composed of seven (7) to nine (9) persons who are resident, qualified voters of the city and who have resided within the city for a period of not less than six (6) months immediately preceding their appointment. The city manager shall be an ex officio member of the board. The members of the parks and recreation board shall serve without compensation.

...

ARTICLE II. PUBLIC PARK RESTRICTIONS

...

Sec. 16½-12. Signage.

The parks director is hereby authorized and directed to erect and place appropriate signs in areas of the public parks:

- (1) Where parking is allowed;
- (2) Where motorcycles, motor scooters, motor vehicles or other vehicles may be operated; and
- (3) Where motorcycles, motor scooters, motor vehicles, trailers, and other vehicles are prohibited.
- (4) Written rules consistent with the safe and orderly use of the park and amenities

Sec. 16½-13. Public gatherings permit areas.

- (a) No permit shall be required to use the parks or to hold any public meeting or gathering except in the following designated areas of the parks:
- (1) Any building or facility for which a rental fee is imposed by the city pursuant to this Code;
 - (2) Any baseball field, basketball court, tennis court, swimming pool, or other area specifically designated and equipped for sporting or recreational events, whether a rental fee is imposed pursuant to this Code or not; or
 - (3) Any other improved and specially maintained area so designated by a rule or regulation promulgated pursuant to this Code.
- (b) Use of the areas designated in or pursuant to subsection (a) shall be on a first-come, first-served basis. The parks director shall ensure all completed applications are time stamped upon submittal. The first in time shall be the first in right, provided that if two (2) or more conflicting applications are received simultaneously, then the precedence shall be determined by an impartial means of chance.

...

ARTICLE III. USE OF PARKS

...

Sec. 16½-22. Authority of the parks director.

The parks director shall have authority to prescribe written rules and regulations for the administration of the department and for the orderly government and use of the parks, provided that such regulations do not conflict with valid laws or ordinances. Without limitation, the parks director is authorized to include provisions that govern the use of parks by the public and may prescribe such rules and regulations that promote the healthful and generalized use of the parks.

Sec. 16½-23. Concessions, Sales or other Charging Fees.

No person shall have the right to offer anything for sale or barter, or to exhibit anything, or to conduct any amusement, recreational activity, sports event, or other business for which any participation or admission fee is charged or revenue is otherwise derived, within any park without first obtaining the written consent of the city by the parks director.

...

Sec. 16½-25. Reasons for permit denial.

Upon receiving such written application, the parks director must grant permission to use the designated area unless:

- (1) The designated area has been previously reserved;

- (2) The applicant refuses to pay any applicable fees or deposits imposed by the city pursuant to this Code;
- (3) The applicant refuses to obtain a concession consent pursuant to this Code, if applicable;
- (4) The size and nature of the meeting is inappropriate for the designated area requested or will substantially interrupt the safe and orderly movement of traffic or police, fire or ambulance emergency equipment on streets adjacent to, running through or around the park; or
- (5) The proposed function would be disruptive to or incompatible with or cause an adverse effect on the use of the designated area by others.
- (6) Non-compliance of any approval conditions including but not limited to; proof of required insurance, permits, incomplete application, other conditions relevant to hosting and operating a safe and orderly event.

Sec. 16½-26. Procedure of parks director upon permit denial.

If the parks director denies the permit, then the parks director must notify the applicant of the denial and the reasons therefore by written communication to the applicant within five (5) days of the date of the receipt of the application (exclusive of Saturdays, Sundays and city-observed holidays). If the parks director fails to provide written communication within such five-day period, such failure shall be deemed a granting of permission to use the designated area as requested. If the denial is based upon subsections 16½-25(4) or (5), the parks director shall advise the applicant of alternative designated areas, if any, capable of handling a gathering of the requested size and nature.

Sec. 16½-27. Gatherings where security precautions necessary.

If the parks director determines that the conduct of the gathering may reasonably cause severe injury to persons or property or create a riot or disturbance detrimental to the health, safety and welfare of the public, he/she may require additional security precautions be taken to permit the use of the designated area. In such event, the parks director may grant the permission upon condition that the applicant must submit a written proposal for security and obtain the parks director's approval thereof prior to the public gathering. Such proposal shall be subject to review, approval and appeal in the same manner as a permit application under this article provided that the parks director shall have reasonable time in which to approve or deny the proposal.

Sec. 16½-28. Procedure of city council upon permit denial.

In the event the parks director shall deny any applicant permission to use a designated area. The applicant may appeal to city council at the next available city council meeting. The city council shall render a decision upon the appeal within twenty-one (21) days of the parks director's denial and such action as the city council may take thereon shall be final and conclusive. If the city council fails to render a decision within twenty-one (21) days of the parks director's refusal, the permit to use the designated area will be deemed granted.

Sec. 16½-29. Transfers, refunds.

The parks director, subject to the approval of the city manager, may establish rules and regulations pursuant to this Code relating to refunds. No refund shall be made except as authorized pursuant thereto. Permits may not be assigned under any circumstances.

...

Sec. 16½-31. Penalty.

Any person who shall violate any of the provisions of this article shall be guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine prescribed by section 1-5. Each day's violation shall constitute a separate offense.

Section 2. That except as amended herein all other provisions of Chapter 16½ of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. Penalties. Any person, firm, entity or corporation violating any provision of this Ordinance, as it exists or may be emended, shall be guilty of a misdemeanor, and on conviction, shall be fined in an amount not to exceeding \$500.00. Each continuing day's violation shall constitute a separate offence. The City of Alvin retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

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

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

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

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

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 3/3/2022

Department: Public Services

Contact: Brandon Moody, Director

Agenda Item: Consider Addendum No. 1 for the remaining term of an additional two (2) year renewal Agreement with Sprint Waste Services, L.P. for the City's bio-solids disposal services provider, in an amount not to exceed \$85,000; 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: Bio-solids are a product of the wastewater treatment process. During wastewater treatment all the liquids are removed from the solids. The solids are then treated physically and chemically to produce what is called "sludge". The agreement is for the removal of the sludge biproduct from the wastewater treatment plant.

The agreement was originally approved in the amount of \$674.89 per haul of 20 cubic yard roll off container with Sprint Waster Services, L.P. by City Council on December 5, 2019, utilizing the public bid process, Bid #B-20-02.

Bio-Solids Disposal Bid# B-20-02 was advertised on October 6, 2019, and October 13, 2019. The bids were opened on October 22, 2019. The first term of service under this agreement began on December 5, 2019, through December 5, 2021. This addendum is for the second two (2) year term to run from December 5, 2021, through December 5, 2023.

Staff is recommending this renewal for two (2) additional years of the current bio-solids disposal services agreement in the amount of \$85,000 with Sprint Waste Services, L.P. as their performance continues to provide a good value to the City of Alvin.

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

Funding Account: 211-6003-00-3500 **Amount:** \$85,000 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 2/28/2022 SLH

Supporting documents attached:

- Addendum No. 1 – 2021-2023
- Exhibit A – Sprint Waste Services, L.P. Renewal Letter & attached original Agreement

Recommendation: Move to approve Addendum No. 1 for the remaining term of two (2) additional years for a renewal Agreement with Sprint Waste Services, L.P. as the City's bio-solids disposal services provider, in an amount not to exceed \$85,000; 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
TO THE
BIO-SOLIDS DISPOSAL AGREEMENT BETWEEN THE
CITY OF ALVIN AND SPRINT WASTE SERVICES, L.P.

THIS Addendum No. 1 to the Bio-Solids Disposal Agreement (“Addendum No. 1”) is made on this the 3rd day of March, 2022, by and between the City of Alvin, Texas, a home-rule city of the State of Texas (the “City”) and Sprint Waste Services, L.P. (“Contractor”).

WHEREAS, on December 5, 2019, the City approved and entered into a Bio-Solids Disposal Agreement with Sprint Waste Services, L.P. for disposal of sludge (bio-solids) from the city of Alvin Wastewater Treatment Plant (the “Agreement”); and

WHEREAS, the Agreement provided for a term ending on December 6, 2021; and

WHEREAS, under the Term Section of the Agreement it states this Agreement may be renewed for two (2) additional years with the same terms and conditions; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement for an additional two (2) years ending December 6, 2023. (See letter attached as Exhibit A).

WITNESSETH:

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

I.

This renewal term is subject to all the provisions contained within the original Agreement.

II.

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

IN WITNESS WHEREOF, the parties have made and executed Addendum No. 1 to the Bio-Solids Agreement in multiple copies, each of which shall be an original, as of the date set forth in the preamble hereof.

CONTRACTOR:
SPRINT WASTE SERVICES, L.P.

BY: _____
Name: _____
Title: _____

ATTEST/SEAL

BY: _____
Name: _____
Title: _____

CITY:
CITY OF ALVIN, TEXAS

BY: _____
Junru Roland
City Manager

ATTEST/SEAL

BY: _____
Dixie Roberts
City Secretary/Assistant City Manager

APPROVED AS TO FORM:

BY: _____
Suzanne L. Hanneman
City Attorney



Sprint Waste

P.O. Box 940820 • Houston, Texas 77094 • Telephone (713) 316-5050

November 9, 2021

City of Alvin (Contract Extension)

Sprint Waste would like to move forward with the two-year extension of the current sludge hauling contract with the City of Alvin. The contract is attached for reference.

Sincerely,

Zach Divin

Zach Divin
Division Manager
Cell: 713-316-5050
Office: 713-316-5050
Sprint Waste

STATE OF TEXAS §
COUNTY OF BRAZORIA §

DESCRIPTION

The CONTRACTOR agrees to dispose of sludge (bio-solids) from the City of Alvin Wastewater Treatment Plant in complete accordance with the CITY'S specifications, conditions, and prices in accordance with the Instruction to Bidders, Bid Specifications, and Bid Form, attached hereto as Exhibit "A."

AGREEMENT

The CONTRACTOR agrees to dispose of bio-solids from the City of Alvin for the fixed cubic yard prices as listed in Exhibit "A," for the duration of the contract.

TERM

The amounts to be paid are based on the CONTRACTOR'S Bid Form attached hereto and subject to the conditions, which are described in the contract documents.

This Agreement is entered into as of the date signed by the City Manager and is executed in two (2) original copies; of which one (1) is to be retained by the City, and one (1) is to be delivered to the Contractor.

THE CONTRACTOR:

SPRINT WASTE SERVICES, L.P.

By: 
Printed Name: Jonathan Hill

Title: General Manager

Date: 2/12/20

ATTEST/SEAL

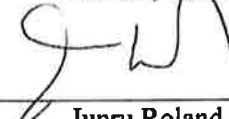
By: 
Printed Name: Zach Divin

Title: Environmental Manager

Date: 2/12/20

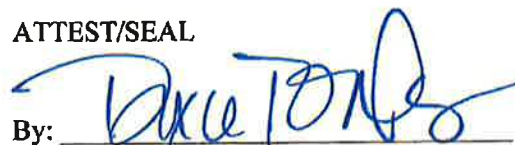
THE CITY:

CITY OF ALVIN, TEXAS

By: 
Junru Roland, City Manager

Date: 2.18.20

ATTEST/SEAL

By: 
Dixie Roberts, City Secretary

Date: 2/18/20

Exhibit A

INSTRUCTION TO BIDDERS

1. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: Bid # B-20-02 BIO-SOLIDS DISPOSAL

To be opened publicly and read aloud 2:15PM, October 22, 2019 at the City Council Chambers, Alvin City Hall, 2nd floor, 216 West Sealy, Alvin, Texas 77511.

Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasurs are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

3. DELIVERY OF BIDS

Bids received prior to the time of opening will be kept securely unopened. **Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened.** The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

4. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

5. IRREGULAR BIDS

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidder's goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

8. TERMS

The terms will be for two (2) year beginning with the issuance of an award letter from the Purchasing Coordinator. Agreement may be extended for one (2) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

9. AWARD OF CONTRACT

The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any

responsible person or persons which, and results in the best and most economical completion of the work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

10. ADDENDA

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

11. DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

12. PAYMENTS

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:
City of Alvin
1100 West Highway 6
Alvin, Texas 77511
Attn: Executive Secretary

13. ASSIGNMENT

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

14. STATEMENT OF BIDDER'S QUALIFICATIONS

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.

After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidder's goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

16. INSURANCE AND INDEMNIFICATION

Minimum insurance requirement for successful Proposal shall be as follows:

1.01 Workers' Compensation. Workers' Compensation insurance as defined by the Texas Workers' Compensation Act.

A. Definitions

Certification of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project, regardless of whether that person contracted directly with the bidder and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self-insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

- | | | |
|-----|------------------------------------|-------------|
| (1) | Bodily injury and Property Damage: | \$1,000,000 |
| | General Aggregate Limits: | \$2,000,000 |

Products/Completed Operations Aggregate	
Limits:	\$500,000

1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

- | | | |
|-----|-----------------------|-------------|
| (1) | Combined Single Limit | \$1,000,000 |
| (2) | Property Damage | \$500,000 |

The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnify and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the City of any of their employees.

17. CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

BID SPECIFICATIONS

- **Description of Work**

This specification covers the sludge (biosolids) from the City of Alvin Waste Water Treatment Plant and includes all equipment and labor to remove, transport and dispose of sludge (biosolids) to a beneficial land disposal site.

- **General**

The sludge (biosolids) will be hauled from City of Alvin Wastewater Treatment Plant located at 7100 South County Road 160, in roll off containers no smaller than 20 cubic yards but, no larger than 25 cubic yards.

- **License Requirement**

The Contractor shall be licensed by the Texas Commission on Environmental Quality (TCEQ) and be an approved municipal sludge (biosolids) hauler. The Contractor shall furnish the City of Alvin a registration number at the time of bid.

The sludge is to be hauled to and disposed of on a site approved by the TCEQ in an approved manner and in compliance with Public Access and Food Chain Crop Restrictions put forth in 40CFR 503 and Appendices, prior to sludge (biosolids) disposal. City of Alvin Wastewater Treatment Plant shall also be provided with the site registration and TCEQ Transportation Regulation Number. Contractor will furnish City of Alvin with a record of final disposal of the sludge (biosolids); showing the registered site, field number, application rate of the sludge removed from the plant, and type of land use.

The Contractor shall bill City of Alvin Wastewater Treatment Plant and shall furnish a cash invoice and summary of cubic yards, of sludge (biosolids) removed from the plant during the period, as well as sampling and monitoring for land applied sludge as required by laws and regulations.

BID FORM

PROPOSAL IDENTIFICATION: Bid# B-20-02
BIO-SOLIDS DISPOSAL

THIS BID IS SUBMITTED TO: Office of City Clerk
City of Alvin
216 West Sealy
Alvin, Texas 77511

1. The undersigned Bidder proposed and agrees, if this bid is accepted, to enter into an agreement with City to perform and furnish all work as specified or indicated in the Bid Documents for the Agreement Price(s) indicated in this bid and in accordance with the other terms and conditions of the bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the Agreement with Bonds and other documents required by the bidding requirements within fifteen (15) days after the date Owner's Notice of Award. The Bidder will only be issued purchase orders after Agreement, bond, and Insurance is received.
3. Bidder agrees to terms. The term will be for two (2) years beginning with the issuance of an award letter from the Purchasing Coordinator. Agreement may be extended for one (2) year with the same terms and conditions.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to process, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

A Corporation, chartered in the State of _____, authorized to do business in the State of Texas.

A Partnership, composed of: a corporate general partner and multiple limited partners

An Individual, operating under the name of: _____

Respectfully Submitted,



Signature

Jonathan Hill

Typed or Printed Name

General Manager

Position with Company

Sprint Waste Services

Company Name

16011 West Bellfort

Street Address

Sugar Land, TX 77498

City/State/Zip

713-316-5050

Phone

Fax

BID SUMMARY

20 CUBIC YARD ROLL OFF CONTAINER \$ 674.89 PER HAUL

DELIVERY TIME Will drop empty container when pick up loaded container
Please schedule loads at least 1 day in advance

The environmental/energy surcharges to be included in the price of the haul. No additional charges of any kind will be allowed charged during the term of the contract of not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

N/A- No Conflicts

2☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

N/A- No Conflicts

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7


Signature of person doing business with the governmental entity

10/17/2019

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2020-593462

Date Filed:
02/27/2020

Date Acknowledged:
3/2/2020 GC

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sprint Waste Services, LP
Houston, TX United States

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

City of Alvin, Texas

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

B-20-02
Bio-Solids Disposal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Joe Swinbank Family Limited Partnership	Houston, TX United States		X
	Medio Landfill LP	Houston, TX United States		X
	Medio Management LLC	Houston, TX United States	X	
	Swinbank, Reagan	Houston, TX United States		X
	Swinbank, Joseph	Houston, TX United States		X
	Swinbank, William	Houston, TX United States		X

5 Check only if there is NO Interested Party. ☐

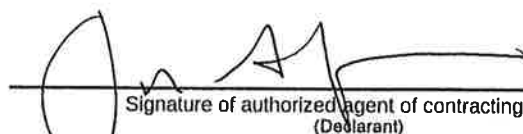
6 UNSWORN DECLARATION

My name is James L Goodyear, and my date of birth is 2/3/1960.

My address is 2504 Leslie Ave, Alexandria, VA, 22301, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 27th day of Feb, 20 20.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



AGENDA COMMENTARY

Meeting Date: 3/3/2022

Department: City Attorney

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 22-R-06, adopting the Texas Subdivision and Special District Election and Release Forms for the Claims against Endo Pharmaceuticals, Inc. and Teva Pharmaceutical Industries, Ltd., and authorize the City Manager to sign the Release Forms; and further authorize and direct the City Manager to execute all documents necessary for the City to participate in future settlements concerning the State of Texas' opioid litigation with any other distributors or manufacturers, or any other entity to enter into agreements with the State of Texas regarding the opioid litigation.

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

Summary: On July 23, 2021, a \$26 billion global settlement was reached with four companies in an attempt to resolve more than 3,000 lawsuits accusing the distributors of ignoring red flags that pain pills were being diverted into communities for illicit uses and that Johnson & Johnson played down the risks of opioid addiction. The agreement provides that Johnson & Johnson (Janssen), will pay up to \$5 billion over nine (9) years. In addition, Johnson & Johnson will be prohibited from selling or promoting opioids. The other agreement provides that three distributors, McKesson, Cardinal Health, and Amerisource Bergen Drug, will collectively pay up to \$21 billion over the next 18 years. City Council adopted the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet in Resolution 21-R-20, on September 16, 2021.

On December 22, 2021, the State of Texas entered into a Settlement Agreement with Endo Pharmaceuticals, Inc., and Teva Pharmaceutical Industries, Ltd., and the City of Alvin has the right to participate as a Texas Participating Subdivision in that settlement.

These settlements will be distributed in the same manner as the previous settlement: all Opioid Settlement Funds distributed in Texas will be divided with 15% going to political subdivisions, 70% going to the Texas Opioid Abatement Fund, and 15% to the Office of the Attorney General. Cities are only able to participate in the settlement if their state participates. The City of Alvin's allocation for these settlements will be \$5,407.42 from the Endo settlement and \$12,741.61 from the Teva settlement.

As with the other settlements, the funding received must be used to support any of a wide variety of strategies to fight the opioid crisis, including, but not limited to:

- Providing FDA-approved drugs to reverse opioid overdoses, and expanded training for first responders, schools, community support groups and families; and increase distribution to those who are uninsured
- Increasing distribution of Medication-Assisted Treatment and other opioid-related medical treatments

- Provide funding for prevention programs, including medial campaigns to prevent opioid use; funding for evidence-based prevention programs in schools

This Resolution will officially recognize the City of Alvin as a participating political subdivision in the settlement. Staff recommends approval of Resolution 22-R-06.

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:** 2/24/2022 SLH

Supporting documents attached:

- Res 22-R-06
 - Exhibit A – Texas Subdivision and Special District Election and Release Form for the Claims against Endo Pharmaceuticals, Inc.
 - Exhibit B – Texas Subdivision and Special District Election and Release Form for the Claims against Teva Pharmaceutical Industries, Ltd.
-

Recommendation: Move to approve Resolution 22-R-06, adopting the Texas Subdivision and Special District Election and Release Forms for the Claims against Endo Pharmaceuticals, Inc. and Teva Pharmaceutical Industries, Ltd., and authorize the City Manager to sign the Release Forms; and further authorize and direct the City Manager to execute all documents necessary for the City to participate in future settlements concerning the State of Texas' opioid litigation with any other distributors or manufacturers, or any other entity to enter into agreements with the State of Texas regarding the opioid litigation.

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

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

RESOLUTION NO. 22-R-06

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING THE TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORMS FOR THE CLAIMS AGAINST ENDO PHARMACEUTICALS, INC. AND TEVA PHARMACEUTICAL INDUSTRIES, LTD.; AUTHORIZE THE CITY MANAGER TO SIGN THE RELEASE FORMS; AND FURTHER AUTHORIZE AND DIRECT THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE CITY TO PARTICIPATE IN FUTURE SETTLEMENTS CONCERNING THE STATE OF TEXAS' OPIOID LITIGATION WITH ANY OTHER DISTRIBUTORS OR MANUFACTURERS, OR ANY OTHER ENTITY TO ENTER INTO AGREEMENTS WITH THE STATE OF TEXAS REGARDING THE OPIOID LITIGATION.

WHEREAS, the City of Alvin, Texas, obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs to the City; and

WHEREAS, the COVID-19 pandemic has compounded the opioid crisis, increasing levels of drug misuse, addition, and overdose death; and

WHEREAS, the citizens of Alvin, Texas, have been negatively affected by the influx of opioids into our community with emergency medical services responding to overdose calls, first responders providing Narcan to overdose victims, and unfortunately, any opioid-related criminal charges of individuals; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (hereafter, the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas. City Council adopted the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet in Resolution 21-R-20, on September 16, 2021.

WHEREAS, on December 22, 2021, the State of Texas entered into a Settlement Agreement with Endo Pharmaceuticals, Inc., and Teva Pharmaceutical Industries, Ltd., and the City of Alvin has the right to participate as a Texas Participating Subdivision in that settlement.

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

Section 1. There is substantial need for repayment of opioid-related expenditures and payment to

abate opioid-related harms in and about the City of Alvin, Texas.

Section 2. The City Council of the City of Alvin, Texas, supports in its entirety and hereby adopts the Texas Subdivision and Special District Election and Release Form for the Claims against Endo Pharmaceuticals, Inc., attached hereto as Exhibit A, and the Texas Subdivision and Special District Election and Release Form for the Claims against Teva Pharmaceutical Industries, Ltd., attached hereto as Exhibit B.

Section 3. The City Council of the City of Alvin, Texas, hereby authorizes and directs the City Manager to execute all documents necessary for the City to participate in the settlement concerning the State of Texas' opioid litigation with distributors Endo Pharmaceuticals, Inc. and Teva Pharmaceutical Industries, Ltd.

The City Council of the City of Alvin, Texas, further authorizes and directs the City Manager to execute all documents necessary for the City to participate in future settlements concerning the State of Texas' opioid litigation with any other distributors or manufacturers, or any other entity to enter into agreements with the State of Texas regarding the opioid litigation.

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

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

PASSED AND APPROVED on this 3rd day of March 2022.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

By: _____
Suzanne L. Hanneman
City Attorney

Exhibit A

TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Endo Pharmaceuticals, Inc., under the terms and conditions set forth in the Endo/Par Texas State-Wide Opioid Settlement Agreement between Endo/Par, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial Participation Date, the Participating Subdivision shall dismiss Endo/Par and all other Released

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Entities with prejudice from all pending cases in which the Participating Subdivision has asserted Covered Claims against Endo/Par or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

CITY OF ALVIN, TEXAS

By: _____

Junru Roland
City Manager
City of Alvin, Texas
216 West Sealy Street
Alvin, Texas 77511
(281) 388-4248
jroland@cityofalvin.com

Exhibit B

TEXAS SUBDIVISION AND SPECIAL DISTRICT ELECTION AND RELEASE FORM

This Election and Release Form for Texas Participating Subdivisions¹ resolves opioid-related Claims against Teva Pharmaceutical Industries, Ltd., under the terms and conditions set forth in the Teva Texas State-Wide Opioid Settlement Agreement between Teva, the State of Texas, and the Counties of Dallas, Bexar, Harris and Tarrant (the “Agreement”), the provisions of which are here incorporated by reference in their entirety. Upon executing this Election and Release Form, a Participating Subdivision agrees that, in exchange for the consideration described in the Agreement, the Participating Subdivision is bound by all the terms and conditions of the Agreement, including but not limited to the Release found in Section VII of the Agreement and the provisions concerning participation by Subdivisions or Special Districts in Section VIII, and the Participating Subdivision and its signatories expressly represent and warrant on behalf of themselves that they have, or will have obtained on or before the Effective Date or on or before the execution of this Election and Release Form if executed after the Effective Date, the authority to settle and release, to the maximum extent of the Subdivision’s and Special District’s power, all Released Claims related to Covered Conduct. If this Election and Release Form is executed on or before the Initial Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity no later than the Initial Participation Date. If this Election and Release Form is executed after the Initial

¹ The Agreement defines a “Participating Subdivision” as a Subdivision or Special District that signs this Election and Release Form and meets the requirements for becoming a Participating Subdivision under subsection VIII.A. of the Agreement.

Participation Date, the Participating Subdivision shall dismiss the Released Claims with prejudice and sever Teva and all other Released Entities from all pending cases in which the Participating Subdivision has asserted Covered Claims against Teva or a Released Entity concurrently with the execution of this form. By executing this Election and Release Form, the Participating Subdivision submits to the jurisdiction of the Honorable Robert Schaffer, *In Re: Texas Opioid Litigation*, MDL No. 18-0358, Master File No. 2018-63587, in the 152nd Judicial District Court, Harris County, Texas.

Dated: _____

CITY OF ALVIN, TEXAS

By: _____

Junru Roland
City Manager
City of Alvin, Texas
216 West Sealy Street
Alvin, Texas 77511
(281) 388-4248
jroland@cityofalvin.com