

City of Alvin, Texas

Paul Horn, Mayor

Gabe Adame, Mayor Pro-tem, District E
Keko Moore, At Large Pos. 1
Joel Castro, At Large Pos. 2
Martin Vela, District A



Chris Vaughn, District B
Richard Garivey, District C
Glenn Starkey, District D

Alvin City Council Agenda

February 2, 2023

7:00 PM

(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on **FEBRUARY 2, 2023**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENT

4. CONSENT AGENDA

- A. Consider approval of the January 17, 2023 City Council Workshop minutes.
- B. Consider approval of the January 19, 2023 City Council meeting minutes.
- C. Consider Resolution 23-R-02, calling and establishing the procedures for the May 6, 2023 General Election in Alvin, Texas, and providing for related matters thereto.
- D. Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 6, 2023 General Election; and authorize the Mayor to sign subject to legal review.
- E. Consider a new vendor for the purchase of two ambulances previously approved by Council on December 16, 2021, from Houston Mac Haik Dodge to Frazer, Ltd., through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed \$268,124.

5. OTHER BUSINESS

- A. Consider Resolution 23-R-03, accepting the donation of scoreboards from Alvin Little League installed on Fields #1, #2 and #5 at Lions Park.
- B. Consider Ordinance 23-A, granting consent to the addition of approximately 745.8 acres of land to Brazoria County Municipal Utility District No. 70; making findings of fact;

providing a severability clause; and providing an effective date.

- C. Consider Ordinance 23-B, granting consent to the addition of approximately 2,273.1 acres of land to Brazoria County Management District No. 1; making findings of fact; providing a severability clause; and providing an effective date.
- D. Consider Ordinance 23-C, amending Chapter 25, Water and Sewers, of the Code of Ordinances for the City of Alvin, Texas, for the purpose of amending the City's current Land Use Assumptions and Capital Improvements Plan and modifying the Impact Fee Schedule based on the Water and Wastewater Impact Fee Study 2022 Update; setting an effective date of March 1, 2023 for the increase in fees; and setting forth other provisions related thereto.
- E. Consider an Engineering Services Agreement with Freese and Nichols Engineering for an amount not to exceed \$71,410, for engineering services for the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions Compliance Program - Phase 1; and authorize the City Manager to sign the agreement upon legal review.
- F. Consider the cancellation of the March 2, 2023 regularly scheduled City Council meeting.
- G. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

6. REPORTS FROM THE CITY MANAGER

- A. Items of Community Interest and 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. EXECUTIVE SESSION

- A. **Section 551.072** of the Local Government Code provides as follows: Deliberation regarding the purchase, exchange, lease, or value of real properties.
- B. **Section 551.074** of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

9. RECONVENE TO OPEN SESSION

- A. Consider authorizing the City Manager's recommendation for the appointment of Brandi Molina as Human Resources Director.

10. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY January 30, at 5:00 p.m.**



/s/ Dixie Roberts
Dixie Roberts, City Secretary

Removal Date: _____

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



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider approval of the January 17, 2023 City Council Workshop minutes.

Type of Item: Action Item

Summary:

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐

Budgeted Item: Yes ☐ No ☐ N/A ☐

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☐

Date Completed:

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. CC min 011723 ws

Recommendation:

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
TUESDAY, JANUARY 17, 2023
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Gabe Adame; Councilmembers: Martin Vela, Keko Moore, 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, Director of Administrative Services; Michelle Segovia, City Engineer; Josh Dearing, Economic Development Coordinator; Christine Turner, Controller and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss the results of the Utility Master Plan and Water Rates Study executed by Freese and Nichols.

Michelle Segovia, City Engineer, and Kendall Ryan of Freese & Nichols, presented this item before City Council with explanation.

Ms. Segovia stated that Freese & Nichols had been hired in 2021 to update the wastewater portion of the City of Alvin's Utility Master Plan. As those projects have progressed and some have been completed, Freese & Nichols wanted to give an update to the City and share the results of the recent rate study. Mr. Ryan explained the 2016 water and wastewater study determined the foundational projects and what would be the focus. The 2023 wastewater update focused on the necessary projects that are to be done at the wastewater treatment plant and what the best options are moving forward. Mr. Ryan said the next step will be to update the FY 24 Water Master Plan. He explained the investments in infrastructure are allowing more growth to come into the City of Alvin. Mr. Ryan summarized the planning projects, 16 in total, ranging from 5 years to 20 years, the last one being the Wastewater Treatment Plant Expansion. To focus on goals for these projects, a Sewer System Evaluation Survey was also completed.

The Wastewater CIP Summary for the 5 year outlook 2023-2027 is \$95,037,200.

The proposed rate increase presented by Richard Weatherly from Freese & Nichols, from the overview of Water & Wastewater Rate Study, is as follows:

Year	% Increase
2023	8.5 %
2024	13.0%
2025	14.9%
2026	8.5%
2027	6.8%

Discuss the Municipal Utility District (MUD) 81.

Michelle Segovia, City Engineer, presented this item before City Council with explanation.

A development on FM 528 going towards Friendswood has made a request to be annexed into Municipal Utility District 81, which is serviced by City of Alvin utilities. Most of the development is in Friendswood, except for Section 2, which will be in Alvin. The subdivision, which will be named Georgetown, will have 94 lots, standard size, 60 feet wide by 120 feet deep. The developers are still working through some issues with the sanitary sewer system. Ms. Segovia is monitoring that situation and will be meeting with the developers this week to address it. Ms. Segovia also informed City Council of another development, Magnolia Trails, owned by Jack Enterprises, which is requesting to be annexed into Municipal Utility District 81. It is located on FM 2403, one (1) mile south of Highway 35. They are proposing three-hundred (300) standard lots on 141 acres. City Attorney Suzanne Hanneman mentioned the resolution to annex that development will likely be on the February 2nd City Council meeting for consideration.

Discuss the City of Alvin Extraterritorial Jurisdiction (ETJ) and the 100 ft. strip.

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

Ms. Hanneman gave a brief history of the incorporation of Iowa Colony. She explained that Iowa Colony is requesting Alvin de-annex the portion of the 100 foot strip that goes through their city. Ms. Hanneman's concern is that if the release to Iowa Colony is made, will that set a precedent for future release to all other requests and what could the city possibly be giving up. This question has come about from the increase in surrounding developments. She explained that Pearland remedied this problem in their city by reducing their city limits by 5 feet along the lines of the developments. Discussion was had on what that would look like all along the 100 foot strip. Mayor Horn and Ms. Hanneman explained that the City of Alvin will not be losing anything in the long run if these portions are released. On the contrary, it could lead to litigation with those neighboring cities to keep that land. Also, Mayor Horn pointed out, currently those areas are being serviced through Interlocal agreements with Brazoria County.

If the City of Alvin forced the issue to keep that land, it would end up costing the city more money to now have to provide those services and maintain those areas. Ms. Hanneman's opinion is that giving up this land will not invalidate the City limits, or result in giving up anything of value. Discussion was had about possible options and the legalities of each one. Members of City Council expressed that they were not inclined to take any action on the current proposal presented from Iowa Colony.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:37 p.m.

PASSED and APPROVED the 2nd day of February, 2023.

ATTEST:

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: City Secretary

Contact:

Agenda Item: Consider approval of the January 19, 2023 City Council meeting minutes.

Type of Item: Action Item

Summary:

Funding Expected: Revenue _ Expenditure _ N/A _

Budgeted Item: Yes _ No _ N/A _

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes _ No _

Legal Review Required: N/A _ Required _

Date Completed:

Finance Review Required: N/A _ Required _

Date Completed: _____

Supporting documents attached:

1. 12/20/22 Planning Minutes
 2. CC Min 011923
-

Recommendation:

Reviewed by Department Head, if applicable: _

Reviewed by City Attorney, if applicable: _

Reviewed by Chief Financial Officer, if applicable: _

Reviewed by City Manager, if applicable: x

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
December 20, 2022**

BE IT REMEMBERED, that on the above date, the Planning Commission met in the First Floor Conference Room, at the Public Services Facility, 1100 West Highway 6, Alvin, Texas, at 6:00 P.M with the following members present, Abrin Brooks, John Burkey, Ashley Davis, Scott Loy and Samuel Washington. Also present were staff members Michael Medwedeff, Assistant City Engineer and Shana Church, Executive Secretary. Santos Garza and Roger Stuksa were absent.

1. Call To Order.

Call to order at 6:00 p.m.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the minutes of the City Planning Commission meeting of November 15, 2022. Commission Member John Burkey motioned to approve the minutes of the regular Planning Commission meeting of November 15, 2022. Seconded by Ashley Davis, the motion carried on a vote of 5 ayes and 0 nays.

4. Consider a final plat of Valle Acres, a subdivision containing 3.956 acres of land situated in the Myles O'Donnell Survey No. 20, abstract number 487, Brazoria County, Texas; being out of and a part of lots 10, 11 and 12, block 3; Taylor's Addition, a subdivision plat of record in volume 1, page 91, Brazoria County map records (B.C.M.R.), Brazoria County, Texas; and being out of and a part of a called 9.933 acre tract of land conveyed to Gene E. Gentry, ET UX as described in deed recorded in volume 1562, page 242, Brazoria County deed records Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Davis motioned to recommend for approval. Seconded by Member Washington, the motion carried on a vote of 5 ayes, 0 nays.

5. Consider a final plat of Briggs Subdivision, being a portion of the remainder of all that certain John Briggs & Meredith Briggs called 166.56 acre tract of land as recorded in clerk's file no. 1996-005177 and corrected in clerk's file no. 2001-018540 of the Brazoria County official records, same being a portion of all that certain block 8, of Sunny Side Subdivision, as recorded in volume 2, page 43 of the Brazoria County plat records, in the Myles O'Donnell League, abstract 486, Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Loy motioned to recommend for approval. Seconded by Member Washington, the motion carried on a vote of 5 ayes, 0 nays.

6. Consider an amended plat of Mustang Ridge Sec 2, a planned unit development, a subdivision of 15.916 acres of land located in the H.T.&B.R.R. Company Survey, A-225, City of Alvin, Brazoria County, Texas, and being all of lots 1-32, reserves "A", "B", "C" and "G", block 1, lots 1-12, block 2, lots 1-10 reserves "D", "E" and "F", block 3, lots 1-12, block 4, final plat Mustang Ridge Sec 2, a planned unit development

_____ Motioned to Approve / Deny / Table. Seconded by _____
The motion carried on a vote of _____ Ayes and _____ Nays cast by _____

according to the map or plat thereof recorded in Brazoria County clerk's file no. 2022051816 of the official records of Brazoria County, Texas. Assistant City Engineer recommends final plat for discussion and approval. Commission Member Davis motioned to recommend for approval to City Council. Seconded by Member Loy, the motion carried on a vote of 5 ayes, 0 nays.

7. Items of Community Interest – Commission Members.

Commission members wished each other a Merry Christmas and Happy New Year.

8. Staff report and update.

Michael Medwedeff stated City Council moved forward last Thursday with the public hearing on the revised impact fee that is slated for January 19th.

9. Adjournment.

Commission Member Washington motioned to adjourn the meeting, seconded by Member Burkey. The motion carried on a vote of 5 ayes. The meeting ended at 6:15 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING
THURSDAY, JANUARY 19, 2023
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Gabe Adame; Councilmember's: 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, Director of Administrative Services; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Johnny Arredondo, Utility Superintendent and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Horn gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Annual Departmental Presentation - Public Services

Brandon Moody, Director of Public Services and Johnny Arredondo Utility Superintendent presented this item before City Council with explanation.

PUBLIC COMMENT

Jennifer Hill, Alvin Public Librarian, presented information regarding the upcoming 100-year celebration of the Alvin Library on March 25th, 2023.

PUBLIC HEARING

Public hearing to receive comments regarding the 2022 Water and Wastewater Land Use Assumptions, Capital, Improvement Plan, and Impact Fee Study Update.

Mayor Horn opened the public hearing at 7:19 p.m.

No comments were presented.

Mayor Horn closed the public hearing at 7:19 p.m.

CONSENT AGENDA

Consider approval of the January 5, 2023 City Council meeting minutes.

Consider an award of bid to Greenscapes Six, LLC., for the 2023-2024 Concrete Repair Program, in an amount not to exceed \$314,000 for a term of one (1) year with an option to renew for one (1) year with the same terms and conditions; and authorize the City Manager to sign the contract upon legal review.

On December 20, 2022, bids were opened for the 2023-2024 Concrete Repair Program, and Greenscapes Six, LLC was the lone bidder. This Contractor has worked on previous City of Alvin projects, including the 2021-2022 Concrete Repair Program, and Staff was pleased with the work completed.

Total Contract Amount Including Alternate Bid Items: \$314,000.

The 2023-2024 Concrete Repair Program utilizes the Contractor to perform point repairs on concrete streets, sidewalks, curbs, storm inlets, and ADA ramps at locations throughout the City as directed by the City's Public Services Department. The City has bid Concrete Repair Program projects similar to this one for the last eleven years. Staff recommends approval.

Consider an award of bid to Rodriguez Construction Group, LLC., for the replacement of the concrete pavement, addition of sidewalks, and associated storm sewer improvements on Westfield Drive (Adams Street to Rowan Burton), Perry Lane (Adams Street to Rowan Burton), and Adams Street (the portion that runs east-west to Rowan Burton) in an amount not to exceed \$1,798,556; and authorize the City Manager to sign the contract upon legal review.

On December 20, 2022, bids were opened for the 2021 Concrete Pavement and Drainage Project (B-23-02), and Rodriguez Construction Group, LLC was the qualified bidder. Adico Consulting Engineers, LLC., the City's consultant that designed the project, and City Staff reviewed the seven bids that were received and have recommended Rodriguez Construction Group, LLC. for this project (recommendation letter attached). Rodriguez Construction Group, LLC. has done work for the City in the past and Staff was pleased with the work performed.

Contract Amount: \$1,712,910
5% Contingency: \$ 85,646
Total Amount: \$1,798,556

The 2021 Concrete Pavement and Drainage Project consists of the total replacement of the concrete pavement, addition of sidewalks, and associated storm sewer improvements on Westfield Drive (Adams Street to Rowan Burton), Perry Lane (Adams Street to Rowan Burton), and Adams Street (the portion that runs east-west to Rowan Burton). These improvements were based on recommendations in the 2013 Concrete Pavement Assessment by JET Civil Consulting, LLC. More information on this project can be found in the Capital Improvement Program (CIP) Quarterly Report that was distributed to City Council on October 20, 2022. The project is scheduled to start in February and has a construction time of 180 calendar days. Funding for this project is from the Sales Tax Fund. Staff recommends approval.

Consider the expenditure of American Rescue Plan Act (ARPA) funds in an amount not to exceed \$79,764.96 for RMG Solutions to update the City of Alvin 911 dispatch center; and authorize the City Manager to sign related Contract upon legal review.

At the March 17, 2022 Council workshop, projects for the expenditure of ARPA funds were submitted. One of the projects included the upgrade of the dispatch system and the update of the dispatch center. At the July 21, 2022 Council meeting, the first part of this project, upgrades to the dispatch system (computers, software, etc.), was approved. This second part of the project is for the updating of the 20+ year old 911 dispatch center and the addition of a fourth (4th) dispatch station in anticipation of future city growth and the expected increase of emergency dispatch services. Upgrades include new work stations, lighting, storage, and overall re-configuration of the 911 dispatch center. The amount for the project is \$76,764.96 and our intent is to migrate dispatch operations into the EOC and have both portions of the project (upgrade and update) performed as closely to each other as possible, to minimize operational disruption. Staff recommends approval of ARPA project funds in an amount not to exceed \$79,764.96 for RMG Solutions to update the 911 dispatch center.

Consider the expenditure of American Rescue Plan Act (ARPA) funds in an amount not to exceed \$17,881.50 for Alvin Decorating to replace 911 dispatch center carpeting as part of the approved 911 dispatch center updates; and authorize the City Manager to sign related Contract upon legal review.

During the vendor selection process for the update/upgrades to the Alvin 911 Dispatch Center, it was discovered that none of the vendors would do the flooring. A separate vendor search was conducted and Alvin Decorating was selected to perform the carpet replacement for the 911 Dispatch Center. The dispatch center floor is a raised platform consisting of over 400 square feet of approx. 24" by 24" floor panels that will each need to be removed, decarpeted, cleaned, then reglued with the new carpet sections. As with the other updates,

we will schedule this in a manner to minimize the amount of disruption to normal operations as much as possible.

Staff recommends approval of the expenditure of ARPA funds in an amount not to exceed \$17,881.50 for Alvin Decorating to replace 911 Dispatch Center Carpeting.

Acknowledge receipt of the Quarterly Investment Report ending December 31, 2022.

The City Charter requires the Director of Administrative Services to report on the financial condition of the City each quarter. In 2013, the City of Alvin adopted the Public Funds Investment Act pursuant to Chapter 2256 of the Texas Government Code. The Code contains certain requirements for investing public funds and how those funds are to be administered. These requirements include annual reviews of the policy, training, internal controls, prudence, ethics, and reporting. The City's investment policy states that the investment officer shall generate quarterly (investment) reports to the City Manager, Mayor, and City Council. Attached is the quarterly report for the period ending December 31, 2022.

*In summary, the City of Alvin has an investment portfolio at December 31, 2022, which was **\$121,012,969** consisting of **\$95,695,907** invested in the Investment Pools, **\$7,120,815** in Fixed Income Securities (\$6,873,808 in securities and \$247,007 in CD's), and **\$18,196,246** in the City's bank depository accounts. Interest earned during the quarter was **\$982,936**. The City's yield for the quarter was 3.15% and the 90-day T-Bill was 4.22%.*

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

OTHER BUSINESS

Discuss the 2022 Water and Wastewater Land Use Assumptions, Capital Improvement Plan, and Impact Fee Study Update.

In accordance with Section 395 of the Texas Local Government Code, an update of the Land Use Assumptions and Capital Improvements Plan relating to Impact Fees was drafted, reviewed, and recommended to City Council by the Council-appointed Impact Fee Advisory Committee on November 15, 2022.

A public hearing will be held at this meeting so that the Council may receive input from the public regarding the 2022 Water and Wastewater Land Use Assumptions, Capital Improvements Plan, and Impact Fee Study Update.

Following the public hearing, Jimmy Thompson (Adico Consulting Engineers, LLC) will present an overview of the Water and Wastewater Impact Fee Study 2022 Update and answer any questions that members of City Council may have.

City Council will consider an ordinance to amend the Land Use Assumptions, the Capital Improvements Plan, and to modify the impact fee at the regular meeting of the City Council on February 2, 2023, at 7:00 p.m.

Michelle Segovia, City Engineer, and Jimmy Thompson with Adico Consulting, presented this item before City Council with explanation. Mr. Thompson explained that the only areas included in this study are areas that are currently serviced by the City of Alvin's water and sewer systems. The State Legislature requires that a ten (10)-year plan be adopted for these studies and all the projects presented will occur over those ten (10) years. Mr. Thompson summarized the historical data collected up to this point and also how the fees are calculated to determine the maximum allowable impact fees that can be charged. He also presented a summary of local cities' impact fees compared to what the committee is recommending the City of Alvin's fees to be. The committee is recommending the maximum impact fee to be \$9,200.00 (to be voted on at a future council meeting). Mayor Horn asked for clarification on how this recommendation could possibly affect the west side of town that currently isn't included because it's not developed. Mr. Thompson explained impact fees could possibly come into play with future development if the water infrastructure extends to those areas. He said it could be facilitated within a developer's agreement or if a Master Plan is drafted to include those fees for future developments. Mayor Horn stated he hoped that the imposition of impact fees in those areas might help reduce MUD taxes for those future residents.

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

No items were requested by Council members to be placed on the upcoming agenda.

REPORTS FROM THE CITY MANAGER

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the February 2, 2023, 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.

There were no items of community interest.

EXECUTIVE SESSION

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

Mayor Horn called for executive session at 7:49 p.m.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting to open session at 9:41 p.m.

ADJOURNMENT

Mayor Horn adjourned the meeting at 9:41 p.m.

PASSED and APPROVED the 2nd of February, 2023.

ATTEST:

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider Resolution 23-R-02, calling and establishing the procedures for the May 6, 2023 General Election in Alvin, Texas, and providing for related matters thereto.

Type of Item: Action Item

Summary: This Resolution calls for a General Election for Saturday, May 6, 2023, to elect a Mayor and a member to City Council District E.

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

The first day to file for a place on the May 2023 ballot was Wednesday, January 18, 2023, and will continue through Friday, February 17, 2023.

Early Voting will begin on Monday, April 24, 2023, and will go through Tuesday, May 2, 2023, and will be held at the Alvin Library. Voters can cast their ballot at any Early Voting location throughout Brazoria County.

Early Voting Locations:

- Angleton: East Annex, 1524 E. Mulberry
- Alvin: Alvin Library, 105 S. Gordon
- Brazoria: Brazoria Library, 620 S. Brooks
- Freeport: Freeport Library, 410 Brazosport Blvd.
- Lake Jackson: Lake Jackson Civic Center, 333 Hwy 332 East
- Manvel: North Annex, 7313 Corporate Dr.
- Pearland East: Tom Reid Library, 3522 Liberty Dr.
- Pearland West: West Pearland Community Center, 2150 Country Place Pkwy.
- Shadow Creek: West Pearland Library, 11801 Shadow Creek Pkwy
- Sweeny: Sweeny Community Center, 205 W. Ashley Wilson Rd.
- West Columbia: Precinct 4 Building, 121 N. 10th Street

Early voting dates and hours:

April 24-28; 8am-5pm

April 29; 7am-7pm

May 1-2; 7am-7pm

Election Day voting will be held at the Alvin Library. Voters may also cast their ballot at any Voting Center in Brazoria County.

Staff recommends approval of Resolution 23-R-02.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒
Funding Account: ☐ **Amount:** ☐ **1295 Form Required?** Yes ☐ No ☒
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/26/2023 SLH
Finance Review Required: N/A ☐ Required ☐ **Date Completed:** ☐

Supporting documents attached:

1. Res 23-R- 02; Calling General Election 2023

Recommendation: Move to approve Resolution 23-R-02, calling and establishing the procedures for the May 6, 2023 General Election in Alvin, Texas, and providing for other related matters thereto.

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

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

RESOLUTION 23-R-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 6, 2023, GENERAL ELECTION IN ALVIN, TEXAS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 6, 2023, there shall be elected the following officials for this City: Mayor; and a member to City Council District E; for a term of three (3) years; and

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

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

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

Section 1. General Election Ordered. The General Election of the City shall be held on Saturday, May 6, 2023, to elect a Mayor and a member to City Council District E; for a term of three (3) years.

Section 2. Filing Period. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 216 W. Sealy, Alvin, Texas 77511, beginning January 18, 2023, and continuing through February 17, 2023. Candidates shall file their applications with the City Secretary on any weekday that is not a City holiday, between 7:00 a.m. and 6:00 p.m., Monday through Thursday. On Friday, February 17, 2023, the office hours will be from 8:00 a.m. to 5:00 p.m. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*.

Section 3. Drawing. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the *Texas Election Code*. Such drawing will be held in the Office of the City Secretary at City Hall on Tuesday, February 21, 2023, at 5:31 p.m., for the general election.

Section 4. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code*, the *Federal Voting Rights Act of 1965, as amended*, and the *City Charter* in all respects. Notice of the election shall be made by publishing the Notice of Election, in both English and Spanish, at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation published within the City; and by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall not later than the twenty-first (21st) day before the election, written in both English and Spanish.

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

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

Section 7. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in “Attachment A.” Early voting shall commence on Monday, April 24, 2023, and continue through Tuesday, May 2, 2023, and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

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

Section 9. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on May 6, 2023, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election shall be conducted in accordance with state law, this Resolution, and the 2023 Joint Election Agreement and Contract for Election Services with Brazoria County to be approved by the City Council.

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

shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

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

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

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

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

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

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on this the 2nd day of February 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 6, 2023 General Election; and authorize the Mayor to sign subject to legal review.

Type of Item: Action Item

Summary: This is a contract for election services with Brazoria County to conduct the May 6, 2023 General Election for Mayor and City Council District E. 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 \$12,000. 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 – (May2020 election moved to November because of COVID)
May 2021:	\$6,200
May 2022:	\$10,600

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.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 111-1002-00-3235 **Amount:** \$4,000-10,000 **1295 Form Required?** Yes ☐ No ☒

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

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

Supporting documents attached:

1. Brazoria County; Election Contract
 2. Attachment A Voting Centers; Election Day
 3. Attachment B; EV Polling Locations
 4. Rate Sheets
-

Recommendation: Move to approve a Contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 6, 2023 General Election; and

authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: __

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 6, 2023. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations will be provided once the final candidate filing deadline has been met and will be listed as Attachment "A". In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed as Attachment "A".

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A", at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and stating the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A". Any changes in voting location from those that were used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

It is agreed by all Parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared then the Political Subdivision will be responsible for all cost.

VII. EARLY VOTING

The Parties agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The County Clerk Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the County Clerk Elections Department, shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Tamara Reynolds
Alternate Presiding Judge:	Dottie Cornett

The County Clerk Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall submit all Cities' precinct by precinct returns to the Texas Secretary of State's Office electronically.

The County Clerk Elections Department shall post all election night results to County website on election night. <https://www.brazoriacountyclerktx.gov>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared. The County participates in "Vote Centers," therefor all political subdivisions can vote at any location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$2000.00, for those with lesser amount, additional cost associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by County Clerk on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority, as well as to the public, in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement**. This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties**. The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues**. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation**. The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$4,000.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 17, 2023. Therefore, Deposit is due by March 3, 2023. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the May 6, 2023, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2023 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2023 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF ALVIN, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
CITY OF ALVIN

	ATTACHMENT "A" SUBJECT TO CHANGE
Home Pct #	Polling Place
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton
2	Precinct 4 Building #2, 121 N 10th St, West Columbia
4	Brazoria Library, 620 S Brooks, Brazoria
7	Freeport Library, 410 Brazosport Blvd, Freeport
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
15	Danbury Community Center, 6115 5th St, Danbury
19	Clute Event Center, 100 Parkview Dr, Clute
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek
23	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland
39	Alvin Library, 105 S Gordon, Alvin
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
46	Tom Reid Library, 3522 Liberty Dr, Pearland
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland
65	North Annex, 7313 Corporate Dr, Manvel
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
TENTATIVE, DEPENDING ON WHETHER THE CITY HAS AN ELECTION:	
6	Liverpool City Hall, 8901 CR 171, Liverpool
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek
9	Bonney Annex Building, 19025 FM 521, Bonney
25	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach

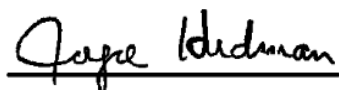
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

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

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Lake Jackson Civic Center, 333 Hwy 332 East
ManvelNorth Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

April 24-28.....8 AM – 5 PM
April 297 AM – 7 PM
May 1-27 AM – 7 PM



Early Voting Clerk

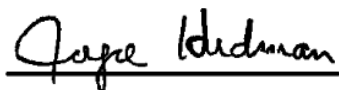
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

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

Angleton (Ubicación Principal)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonLake Jackson Civic Center, 333 Hwy 332 East
ManvelNorth Annex, 7313 Corporate Dr
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWest Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
SweenySweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

24-28 de abril.....8 AM – 5 PM
29 de abril7 AM – 7 PM
1-2 de mayo7 AM – 7 PM



Secretaria de la Votación Adelantada

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

CONTROLLER	\$350.00 each
SCANNER UNIT (additional 2023).....	\$425.00 each
ACCESS WITH TOUCH UNIT (DOU).....	\$375.00 each
TOUCH UNITS	\$325.00 each
POLLPADS	\$50.00 each
MI-FI/ HOTSPOT	\$50.00 each

This is not a daily charge. This price is for the entire election even if it is for 12days of voting.

OTHER CHARGES

Programming (increase 2023)	\$ 450.00
Tabulating.....	\$150.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location)	\$25.00
Labor (Per delivery location)	\$75.00
Supply tubs EV-ED (see attached list for contents)	\$75.00
Mail Ballots will be billed per entity kits including postageDomestic...\$1.74...Overseas...\$2.36	
Publications charged based on % of registered voters.....	
Ballot Paper size 8.5 x 11.....	18 cents per sheet
Ballot Paper size 8.5 x 14.....	24 cents per sheet

Workers-Judges	\$14.00 per hour -Overtime rate \$21.00 per hour
Clerks	\$12.00 per hour- Overtime rate \$18.00 per hour

ELECTION DAY (increase 2023)

For Election Day, we will calculate the cost for each location (see Exhibit ‘A2”) the total cost for Election Day will then calculated per percentage of registered voters of each political subdivision. All political subdivisions in Brazoria County less than 1000 registered voters, charges will be the minimum of \$2000.00 for Election Day.

EARLY VOTING (increase 2023)

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting will be \$2000.00.

OVERTIME

We keep a record of our overtime for the May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee’s overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime when sending the final bills.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day and Early voting charges are just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, total cost calculated will be per percentage of registered voters for the entity.

Runoffs Elections will be the responsibility of whichever entity will be conducting a runoff election.

Any errors or changes related to a Political Subdivision oversight and if it results in reprogramming the entirety election, will be responsible for all associated cost.



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: EMS/Emergency Management **Contact:** Ron Schmitz, EMS and Emergency Management Director

Agenda Item: Consider a new vendor for the purchase of two ambulances previously approved by Council on December 16, 2021, from Houston Mac Haik Dodge to Frazer, Ltd., through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed \$268,124.

Type of Item: Action Item

Summary: On December 16, 2021, Council approved the purchase of two ambulances to replace units 754 and 830 from Frazer, Ltd., with payment made to Mac Haik Dodge. This was the process at the time, as Mac Haik would purchase the ambulance chassis, then provide it, along with the remaining funds, to Frazer to build the ambulance. The result was a purchase order to Mac Haik Dodge for the purchase of two chassis and two ambulance builds in the amount of \$364,213.

As a result of vehicle shortages, Mac Haik Dodge was unable to provide the ambulance chassis and the previously issued purchase order to Mac Haik was suspended, with no funds paid to Mac Haik Dodge. In July 2022, EMS was able to locate three ambulance chassis at Ron Carter Ford. On August 4, 2022, the Council approved the emergency purchase of the three chassis. These chassis were given to Frazer, Ltd. for the completion of one ambulance that was delivered in November of 2022, and for the two additional ambulances, 754 and 830.

Staff is requesting Council approve the change of vendor to Frazer, Ltd., and for a lesser amount due to the previous purchase of the chassis from Ron Carter for \$268,124.

Funding Expected: Revenue _ Expenditure _ N/A _	Budgeted Item: Yes _ No _ N/A _
Funding Account: _____	Amount: _____
Legal Review Required: N/A _ Required _	1295 Form Required? Yes _ No _
Finance Review Required: N/A _ Required _	Date Completed: <u>1/26/2023 SLH</u>
	Date Completed: <u>MH</u>

Supporting documents attached:

1. Ambulance Quote New Build
 2. Ambulance Quote Remount
-

Recommendation: Move to approve Frazer, Ltd., as the new vendor for the purchase of two ambulances previously approved by Council on December 16, 2021, through the Houston-Galveston Area Council Cooperative Purchasing Program, in a total amount not to exceed \$268,124.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

Customer Quote



1/25/2023 7:59:03 AM

Estimate No: Q2299-0001
Quote Date: 10/19/2022
Expiration Date: 3/26/2023
Salesperson: PB
Payment Terms: Net 30

Invoice To: 10034
City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

Deliver To:
City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

Order Instructions:
Discount for surcharge

Revision Log:
(10/14/22) Safety Vision details added; order discounted so that order increase is \$946

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 12' XT Module	1.00	EA	\$	156,085.00	\$	156,085.00
2	CHASSIS 2022 Ford F-450 Gas CP	1.00	EA	\$	0.00	\$	0.00
3	DELIVERY Customer Pick Up - FOB Frazer	1.00	M	\$	0.00	\$	0.00
7	HGAC-NEW HGAC Fee for a New Unit	1.00	EA	\$	1,000.00	\$	1,000.00
9	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. .

Customer Quote



1/25/2023 7:59:03 AM

Estimate No: Q2299-0001
Quote Date: 10/19/2022
Expiration Date: 3/26/2023
Salesperson: PB
Payment Terms: Net 30

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
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Sale Amount: 157,085.00
Order Disc(1.3483%): -2,118.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 154,967.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



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For your convenience, all pricing has been itemized below per quote Q2299-0001 for City of Alvin EMS

Base Module	\$ 103,335.00
Chassis Exterior	\$ 15,175.00
Module Exterior	\$ 22,125.00
Chassis Interior	\$ 6,525.00
Module Interior	\$ 8,925.00
Total \$	156,085.00

Items included in above totals:

1. Type I 12' XT Module	\$	incl
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Chassis Exterior:

2. This is a CAAS GVS v2.0 Unit	\$	incl
3. Customer Provided Chassis processing fee	\$	500.00
4. Chassis Options: XLT trim package	\$	incl
5. Chassis : 2022 Ford F-450, Gas, 4x2, Regular Cab, 84" Cab to Axle, Ford White (FA90:YO)	\$	incl
6. Suspension: LiquidSpring	\$	12,300.00
7. Wheel type: Factory Aluminum	\$	incl
8. Road Force Elite tire and wheel balancing	\$	incl
9. Chassis Steps: ArcRite with Sure Grip	\$	1,050.00
10. Grille Guard: Grille Guard with Wraparounds	\$	incl
11. Siren Amplifier: Howler	\$	1,325.00
12. Passenger's side Grille Light: Whelen M4 Red Light	\$	incl
13. Driver's side Grille Light: Whelen M4 Red Light	\$	incl
14. Passenger's side Intersect Light: Whelen M4 Red Light	\$	incl

Module Exterior:

Chassis Exterior Subtotal	\$	15,175.00
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15. Driver's side Intersect Light: Whelen M4 Red Light	\$	incl
16. Power Source: Onan 5.5kW Generator	\$	10,000.00
17. Module Paint Layout: White - Frazer White (Frazer White)	\$	incl
18. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Red - Translucent Overlay	\$	1,575.00
19. Frazer Provided Graphics	\$	2,550.00
20. Body Drop on the Passenger's Side Forward of Rear Wheels	\$	incl
21. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$	225.00



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22. Shore Power: Single 30 Amp on Front Wall	\$	incl
23. Pigtail/Plug Option: Pigtail	\$	incl
24. Install Ignition Kill Switch	\$	275.00
25. Coax 1: Run coax from location 1 to Chassis terminated to Motorola 05	\$	incl
26. Coax 2: Run coax from location 2 to Chassis	\$	incl
27. Coax 3: Run coax from location 3 to Electrical Compartment	\$	incl
28. Coax 4: Run coax from location 4 to Electrical Compartment	\$	incl
29. UNOC #1134 - Install customer provided radio equipment in chassis:	\$	300.00
- Motorola O5 800MHz self-contained radio in console slot #4; battery hot - Mic on D/S of slot #1 - Speaker on front of console - Antenna on module roof		
30. Front Wall Light Layout: W Pattern Lights	\$	incl
31. Front Wall Light #1: Whelen M6 Blue Light	\$	incl
32. Front Wall Light #2: Whelen M6 Red Light	\$	incl
33. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
34. Front Wall Light #4: Whelen M6 Red Light	\$	incl
35. Front Wall Light #5: Whelen M6 Blue Light	\$	incl
36. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	incl
37. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
38. Driver Wall Front Box Light: Whelen M6 Red Light	\$	incl
39. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	incl
40. Driver Wheel Well Light: Whelen M6 Red Light	\$	incl
41. Side Scene Lights: Spectra SPA900	\$	incl
42. O2 Compartment Style: Laydown O2 with Adjustable Shelf	\$	incl
43. O2 Rollers for an H Cylinder	\$	incl
44. O2 Cylinder Changing Wrench	\$	75.00
45. O2 Regulator - Ship Loose	\$	200.00
46. Electrical Compartment Style: Standard Electrical Compartment	\$	incl
47. Lower Storage Style: Standard Lower Storage	\$	incl
48. Compartment Above Wheel Well Style: Standard Compartment Above Wheel Well	\$	incl
49. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
50. Rear Storage Compartment Style: Rear Storage with divider and shelf with I/O access	\$	500.00



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51. UNOC #2656 - Furnish and install stand-up O2 compartment with ZICO O2 bottle lift for H cylinder, wired to disable LiquidSpring dump feature when compartment door is open; install switch on door panel; long lower storage compartment to be shortened and O2 compartment will be taller (no front corner area) with fixed/removable shelf above bottle lift; add a cutout (8x8) and hinged lexan door on stainless to access regulator	\$	4,500.00
52. Module Window Option: Sliding Window	\$	incl
53. Upper Rear Wall Light Layout: 3 Across	\$	incl
54. Upper Light #1: Whelen M6 Amber Light	\$	incl
55. Upper Light #2: Whelen M6 Load Light	\$	incl
56. Upper Light #3: Whelen M6 Amber Light	\$	incl
57. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
58. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
59. Lower Light #3: Whelen M6 Red Light	\$	incl
60. Lower Light #4: Whelen M6 Red Light	\$	incl
61. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	incl
62. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	incl
63. Rear Backboard Options: 5" Compartment Shelf	\$	225.00
64. Lower BTTs: 2 Grote Lights on each side	\$	incl
65. Rear Bumper	\$	incl
66. Door Grabbers	\$	incl
67. License Plate Light	\$	incl
68. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	incl
69. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	incl
70. Passenger Wheel Well Light: Whelen M6 Red Light	\$	incl
71. Passenger Scene Light Activated with Side Entry Door	\$	300.00
72. Interior Step Option: Double Step Well	\$	incl
73. Passenger Rear Compartment Style: Onan Genset Compartment	\$	incl
74. Door Locks on Entry Doors and Front I/O	\$	1,400.00
Chassis Interior:		
	Module Exterior Subtotal	\$ 22,125.00
75. Siren Speakers: Whelen SA 315 Speakers	\$	incl
76. Tap-2 on Primary Siren	\$	incl
77. Siren Option: Whelen C9 Siren in Console	\$	incl
78. Mic 1 on passenger's side slot 1	\$	incl



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79. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
80. Slot 1: Double Slot Switch Panel	\$	incl
81. Slot 2: Joined with 1	\$	incl
82. Slot 3: Siren 1	\$	incl
83. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
84. Slot 5: Double Blank Insert	\$	175.00
85. Slot 6: Joined with 5	\$	incl
86. Kussmaul USB at Console	\$	225.00
87. Console Switch Layout : Primary - Secondary - Howler - Blank - Blank - Blank - Kussmaul USB - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	\$	incl
88. New Armrest	\$	225.00
89. Console Layout: 6-Slot Console	\$	incl
90. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	175.00
91. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
92. Tremco Anti-Theft System	\$	500.00
93. UNOC #2244 - Furnish and install Safety Vision 4-camera system (per Quote #W093388), including the following components: - 4112-HVR recorder, mounted in electrical compartment - 2TB SSD - GPS - UPS back-up battery - 7" touch screen monitor; mounted in standard windshield location	\$	5,000.00
*AHD Camera locations:		
1. Forward travel path (combined with camera 2) 2. Crew-facing (dual, combined with camera 1)		
3. In-module camera; mounted in rear headknocker		
4. Back-up camera; mounted on exterior rear wall		

Chassis Interior Subtotal	\$	6,525.00
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Module Interior:

94. Protek Cushions	\$	incl
95. Desert Rose Red Interior	\$	incl
96. Stainless Steel Countertops	\$	incl
97. Stainless Steel Grab Rails	\$	incl
98. Front I/O with Lexan Doors	\$	incl
99. 3 High "D" Cylinder Holder in the Front I/O Facing the Rear Wall	\$	325.00

100. Quad Outlet in the Front I/O	\$	incl
101. Quad Outlet on the Front Wall	\$	incl
102. Netting at the Front Corner Area	\$	incl
103. Customer Provided Medixsafe	\$	475.00
104. UNOC #1181 - Install MedixSafe on shelf in front I/O cabinet	\$	200.00
105. Location 1: 4 Switch w/Thermostat	\$	incl
106. Location 2: Double O2 Outlet	\$	incl
107. Location 3: Dual USB receptacles	\$	225.00
108. Location 4: Blank	\$	incl
109. Location 6: Suction	\$	incl
110. Location 7: Quad 120 VAC	\$	incl
111. Location 8: Blank	\$	incl
112. Location 9: Blank	\$	incl
113. Door Lock Switch at Action Wall	\$	125.00
114. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock;	\$	incl
115. Sharps Container at Action Wall	\$	incl
116. Acrylic Holder at the Action Wall Cabinet	\$	incl
117. New 6pt Harness at the CPR Seat	\$	525.00
118. Cabinet Aft CPR Seat	\$	950.00
119. Genset Start/Stop Switch at Rear Doors	\$	incl
120. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	\$	incl
121. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
122. Harness Type for Seat Position 1: New 6pt Harness	\$	525.00
123. Harness Type for Seat Position 3: New 6pt Harness	\$	525.00
124. Acrylic Holder and Sharps at Squad Bench	\$	825.00
125. Double Squad Bench Cabinet	\$	650.00
126. New Glove Box & Handrail at the Head of the Squad Bench	\$	275.00
127. Trashcan With Lid at the Head of the Squad Bench	\$	incl
128. O2 Outlet at the Squad Bench Wall	\$	incl
129. O2 Outlet in Ceiling Raceway	\$	325.00
130. IV Hanger on Ceiling Raceway	\$	incl
131. Overhead Grabrails on Both Sides	\$	225.00



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132. IV Hanger on Squad Bench Ceiling	\$	incl
133. Stryker cot tower only (no antler and bar)	\$	incl
134. Floor Options: Customer Provided Stryker Power-LOAD	\$	1,750.00
135. Loncoin II Onyx Floor	\$	incl
136. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	750.00
137. Customer Provided Items Processing Fee	\$	250.00
Module Interior Subtotal		\$ 8,925.00
138. Temporary Supply Chain Surcharge	\$	3,435.00



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Email this quote along with your PO
to Paul Brown at pbrown@frazerbilt.com

Remit To:

Frazer, LTD
7219 Rampart St.
Houston, Texas 77081
USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1)



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any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.



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Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or



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modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

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Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

Customer Quote



1/25/2023 7:56:02 AM

Estimate No: Q2673-0001
Quote Date: 1/11/2023
Expiration Date: 3/26/2023
Salesperson: PB
Payment Terms: Net 30

Invoice To: 10034

City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

Deliver To:

City of Alvin EMS
City of Alvin
1100 West Hwy 6
Alvin TX 77511
US

Order Instructions:
Discount added to address surcharge

Revision Log:
(10/14/22) Safety Vision details added; order discounted so that order increase is \$946.
(1/11/23) Multiple changes made at check-in

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 12' Remount	1.00	EA	\$	114,618.00	\$	114,618.00
X1001. E1781							
2	CHASSIS 2022 Ford F-450 Gas CP	1.00	EA	\$	0.00	\$	0.00
3	DELIVERY Delivery Charge	1.00	M	\$	0.00	\$	0.00
4	HGAC-RMT HGAC Fee for a Remounted Unit	1.00	EA	\$	600.00	\$	600.00
5	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote



1/25/2023 7:56:02 AM

Estimate No: Q2673-0001
Quote Date: 1/11/2023
Expiration Date: 3/26/2023
Salesperson: PB
Payment Terms: Net 30

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
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Sale Amount: 115,218.00
Order Disc(1.7888%): -2,061.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 113,157.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



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For your convenience, all module pricing has been itemized below per quote Q2673-0001 for City of Alvin
EMS :

Base Module	\$	24,093.00
Chassis Exterior	\$	15,175.00
Module Exterior	\$	48,625.00
Chassis Interior	\$	7,700.00
Module Interior	\$	19,025.00
Module Total	\$	114,618.00

Items included in above totals:

1. Old Chassis: Make Road Ready	\$	incl
2. Type I 12' Module	\$	incl
3. This is a CAAS GVS v2.0 Unit	\$	incl

Chassis Exterior:

4. Customer Provided Chassis processing fee	\$	500.00
5. Chassis Options: XLT trim package	\$	incl
6. Chassis Paint Layout: Keep Factory Paint Color - White	\$	incl
7. Chassis : 2022 Ford F-450, Gas, 4x2, Regular Cab, 84" Cab to Axle, Ford White (FA90:YO)	\$	incl
8. Suspension: LiquidSpring	\$	12,300.00
9. Wheel type: Factory Aluminum	\$	incl
10. Road Force Elite tire and wheel balancing	\$	incl
11. Chassis Steps: ArcRite with Sure Grip	\$	1,050.00
12. Grille Guard: Grille Guard with Wraparounds	\$	incl
13. Siren Amplifier: Howler	\$	1,325.00
14. Passenger's side Grille Light: Whelen M4 Red Light	\$	incl
15. Driver's side Grille Light: Whelen M4 Red Light	\$	incl
16. Passenger's side Intersect Light: Whelen M4 Red Light	\$	incl
17. Driver's side Intersect Light: Whelen M4 Red Light	\$	incl
18. UNOC-???- ship all old emergency light loose.	\$	incl
Chassis Exterior Subtotal	\$	15,175.00

Module Exterior:

19. New Power Source: Onan 5.5kW Generator	\$	7,875.00
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20. New Corner Trim	\$	incl
21. New Corner Caps	\$	incl
22. 10 hour(s) of Body Work	\$	1,250.00
23. Module Paint Layout: White - Frazer White (Frazer White)	\$	15,225.00
24. Remove Conspicuity on Rear Wall	\$	650.00
25. Rear Wall 3M Conspicuity Layout - Chevron : White Base Color and Red - Translucent Overlay	\$	1,575.00
26. Frazer Provided Graphics	\$	2,550.00
27. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$	225.00
28. Shore Power: Single 30 Amp	\$	800.00
29. Pigtail/Plug Option: Pigtail	\$	incl
30. Install Ignition Kill Switch	\$	275.00
31. Front Wall Light Layout: Lower 5 Lights	\$	incl
32. Front Wall Light #1: Whelen M6 Blue Light	\$	200.00
33. Front Wall Light #2: Whelen M6 Red Light	\$	200.00
34. Front Wall Light #3: Whelen M6 Clear Light	\$	200.00
35. Front Wall Light #4: Whelen M6 Red Light	\$	200.00
36. Front Wall Light #5: Whelen M6 Blue Light	\$	200.00
37. Front Wall Driver Side Box Light: Whelen M6 Red Light	\$	200.00
38. Front Wall Passenger Box Light: Whelen M6 Red Light	\$	200.00
39. Driver Wall Front Box Light: Whelen M6 Red Light	\$	200.00
40. Driver Wall Rear Box Light: Whelen M6 Red Light	\$	200.00
41. Driver Wheel Well Light: Whelen M6 Red Light	\$	200.00
42. Converter Flanges For Wheel Well Lights	\$	100.00
43. New Lambda Power Supply	\$	1,575.00
44. New Battery Charger	\$	425.00
45. New Dometic A/C with Exhaust Fan	\$	6,300.00
46. All Cladding/Treadbrite: New	\$	950.00
47. Module Window Option: Sliding Window	\$	incl
48. Upper Rear Wall Light Layout: 3 Across	\$	incl
49. Upper Light #1: Whelen M6 Load Light	\$	325.00
50. Upper Light #2: Whelen M6 Amber Light	\$	200.00
51. Upper Light #3: Whelen M6 Load Light	\$	325.00
52. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	150.00



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53. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	150.00
54. Lower Light #3: Whelen M6 Red Light	\$	200.00
55. Lower Light #4: Whelen M6 Red Light	\$	200.00
56. Rear Wall Driver Box Light: Whelen M6 Red Light	\$	200.00
57. Rear Wall Passenger Box Light: Whelen M6 Red Light	\$	200.00
58. Converter Flanges For Box Lights	\$	400.00
59. Converter Flanges For Emergency Lights	\$	600.00
60. Lower BTTs: 2 Grote Lights on each side	\$	incl
61. New Rear Bumper	\$	750.00
62. New Door Grabbers	\$	incl
63. New Cast License Plate Light	\$	incl
64. Remove and Discard - Ramp below rear entry doors	\$	incl
65. Ship Loose - Old Onan generator and A/C unit	\$	incl
66. Passenger Wall Front Box Light: Whelen M6 Red Light	\$	200.00
67. Passenger Wall Rear Box Light: Whelen M6 Red Light	\$	200.00
68. Passenger Wheel Well Light: Whelen M6 Red Light	\$	200.00
69. Replace Gas Hold-Open at Side Entry	\$	incl
70. New Door Locks on Entry Doors and Front I/O	\$	2,000.00
71. UNOC-303-Furnish and install Carr Super Hoop step at side main door [	\$	550.00
Module Exterior Subtotal		\$ 48,625.00

Chassis Interior:

72. Siren Speakers: Whelen SA 315 Speakers	\$	incl
73. Tap-2 on Primary Siren	\$	incl
74. Siren Option: Whelen C9 Siren in Console	\$	incl
75. Mic 1 on passenger's side slot 1	\$	incl
76. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$	incl
77. Slot 1: Double Slot Switch Panel	\$	incl
78. Slot 2: Joined with 1	\$	incl
79. Slot 3: Siren 1	\$	incl
80. Slot 4: Radio Plate: 7.5 L X 2.5 W opening dims	\$	incl
81. Slot 5: Double Blank Insert	\$	175.00
82. Slot 6: Joined with 5	\$	incl



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83. Kussmaul USB at Console	\$	225.00
84. Console Switch Layout : Primary - Secondary - Howler - Blank - Blank - Blank - Kussmaul USB - Rear Load - Interior Lights - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Start/Stop Genset -	\$	incl
85. New Armrest	\$	225.00
86. Console Layout: 6-Slot Console	\$	incl
87. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	\$	175.00
88. Chassis Rear Wall: 3 High Glove Box Holder	\$	225.00
89. Camera System: Ford OEM Back-up Camera System	\$	525.00
90. Aftermarket Vinyl Seats	\$	850.00
91. UNOC #2244 - Furnish and install Safety Vision 4-camera system (per Quote #W093388), including the following components:	\$	5,000.00
- 4112-HVR recorder, mounted in electrical compartment - 2TB SSD - GPS - UPS back-up battery - 7" touch screen monitor; mounted in standard windshield location		
*AHD Camera locations: 1. Forward travel path (combined with camera 2) 2. Crew-facing (dual, combined with camera 1) 3. In-module camera; mounted in rear headknocker 4. Back-up camera; mounted on exterior rear wall		
92. UNOC #192 - Remove and reinstall radio equipment in chassis:	\$	300.00
- Motorola radio in console slot #4; wired same as when dropped off - Reconnect to antenna on module roof - Speaker on front of console - Mic on D/S of console slot #1		
Chassis Interior Subtotal		\$ 7,700.00

Module Interior:

93. New Ceiling Lasco	\$	2,100.00
94. New Wall Lasco	\$	3,675.00
95. New Lexan for Front Wall and Action Wall Cabinets	\$	900.00
96. New Desert Rose Red Interior Trim	\$	375.00

97. Stainless Steel Grab Rails	\$	incl
98. Keep Existing - AP500 disinfection system behind captain's chair (remove and reinstall)	\$	incl
99. Keep Existing - Charger/mounting bracket in front I/O cabinet on back wall (remove and reinstall)	\$	incl
100. New Driver Side Stainless and New Stainless Steel Countertops	\$	950.00
101. New Action Wall with SSCOR Suction	\$	1,175.00
102. Location 1: 4 Switch w/Thermostat	\$	incl
103. Location 2: Existing Double O2 Outlet	\$	incl
104. Location 3: Dual USB receptacles	\$	225.00
105. Location 4: Blank	\$	incl
106. Location 6: Suction	\$	incl
107. Location 7: Quad 120 VAC	\$	incl
108. Location 8: None	\$	incl
109. Location 9: Blank	\$	incl
110. Door Lock Switch at Action Wall	\$	125.00
111. Action Wall Switch Layout : Interior Lights; Front Interior Light; Ventilation Fan; Unlock/Lock;	\$	incl
112. Acrylic Holder at the Action Wall Cabinet	\$	275.00
113. New Lap Belt at the CPR Seat	\$	125.00
114. Cabinet Aft CPR Seat	\$	950.00
115. Genset Start/Stop Switch at Rear Doors	\$	incl
116. Rear Door Switch Layout : Acknowledge; Start/Stop Genset; Dump/Bypass (Suspension); Rear Load;	\$	incl
117. Keep Existing - 3-high glove box holder on rear wall (remove and reinstall)	\$	incl
118. Frazer cushions at the Squad Bench	\$	incl
119. New Squad Bench Stainless	\$	750.00
120. Harness Type for Seat Position 1: New Lap Belt	\$	125.00
121. Harness Type for Seat Position 2: New Lap Belt	\$	125.00
122. Harness Type for Seat Position 3: New Lap Belt	\$	125.00
123. 22 Pocket Acrylic Holder	\$	650.00
124. New Glove Box & Handrail at the Head of the Squad Bench	\$	275.00
125. Trashcan With Lid at the Head of the Squad Bench	\$	incl
126. Keep Existing - Single squad bench cabinet (remove and reinstall)	\$	incl
127. Keep Existing - Sharps container on squad bench wall (remove and reinstall)	\$	incl



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128. IV Hanger on Ceiling Raceway	\$	incl
129. Replace Overhead Grab Rail(s)	\$	225.00
130. Replace Existing Squad Bench IV Hanger with New	\$	incl
131. Stryker cot tower only (no antler and bar)	\$	incl
132. Floor Options: Existing Stryker Power-LOAD System	\$	500.00
133. New Loncoin II Onyx Floor	\$	3,275.00
134. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	2,100.00
Module Interior Subtotal		\$ 19,025.00
135. Temporary Supply Chain Surcharge	\$	2,193.00



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Email this quote along with your PO
to Paul Brown at pbrown@frazerbilt.com

Remit To:

Frazer, LTD
7219 Rampart St.
Houston, Texas 77081
USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be received 120 days prior to the agreed upon delivery date. If the order is cancelled within the 120 day window, a fee of 25% of the total purchase order price will apply.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1)



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any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a \$350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.



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Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or



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modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

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Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed \$1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed \$4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.



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AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Resolution 23-R-03, accepting the donation of scoreboards from Alvin Little League installed on Fields #1, #2 and #5 at Lions Park.

Type of Item: Resolution

Summary: Alvin Little League plans to donate two brand new scoreboards for Field #1 and #5 at Lions Park, and a scoreboard from their private baseball field, Schroder Field, for installation at Field #2. The total value of the donation is approximately \$29,000.

The City's donation policy requires donations to the City - valued at a sum of \$5,000 or greater - be accepted by Resolution of the City Council.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** \$29,000

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/26/2023 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: 1/30/23 MH

Supporting documents attached:

1. Res 23-R-03; Accepting donation of scoreboards Little League
-

Recommendation: Move to approve Resolution 23-R-03, accepting the donation of scoreboards from Alvin Little League installed on Field #1, #2 and #5 at Lions Park.

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Attorney, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

RESOLUTION 23-R-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ACCEPTING THE DONATION OF SCOREBOARDS FROM ALVIN LITTLE LEAGUE, TO BE INSTALLED ON FIELD #1, #2 AND #5 AT LIONS PARK.

WHEREAS, Alvin Little League has indicated their intent to donate two (2) brand new scoreboards for Field #1 and #5 at Lions Park, and a scoreboard from their private baseball field Schroder Field, for installation at Field #2. The total donated value is approximately \$29,000; and

WHEREAS, the City of Alvin welcomes support from the community in attempts to beautify and enhance City property; and

WHEREAS, City Council desires to accept this donation and express their appreciation to Alvin Little League;

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That the City Council, on behalf of the citizens of the City of Alvin, Texas, hereby expresses their appreciation to Alvin Little League and accepts the donation of the scoreboards at Lions Park.

Section 3. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meeting Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED this the 2nd day of February, 2023.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 23-A, granting consent to the addition of approximately 745.8 acres of land to Brazoria County Municipal Utility District No. 70; making findings of fact; providing a severability clause; and providing an effective date.

Type of Item: Ordinance

Summary: On April 15, 2021, the City consented to the creation of Brazoria County Municipal Utility District No. 70 (the "District") by Ordinance 21-E.

On January 17, 2023, the City received a Petition for Consent to Include Additional Land in Brazoria County Municipal Utility District No. 70 from Southeast Properties, Ltd., to include approximately 745.8 acres (the property within Brazoria County Management District No. 1), into the District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district.

This will allow MUD 70 and Management District 1 to move their internal boundary lines, depending on actual future development.

This is Sam Yeager's development. Staff recommends approval of Ordinance 23-A.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐

Date Completed: 1/18/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: _____

Supporting documents attached:

1. Ord 23-A; Consent to annex into MUD 70
 2. Exhibit A - Metes and Bounds Description of MD 1 into MUD 70
 3. Boundary Map - Survey
 4. MUD 70 MD 1 - Map
 5. Petition for Consent to Include Additional Land into Brazoria MUD 70
-

Recommendation: Move to approve Ordinance 23-A, granting consent to the addition of approximately 745.8 acres of land to the Brazoria County Municipal Utility District No. 70; making findings of fact; providing a severability clause; and providing an effective date.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

ORDINANCE 23-A

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 745.8 ACRES OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 70; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), consented to the creation of Brazoria County Municipal Utility District No. 70 (the “District”) by Ordinance 21-E, passed and adopted by City Council on April 15, 2021; and

WHEREAS, Southeast Properties, Ltd., the owner of the land herein described, has petitioned the City to consent to the addition to the District approximately 745.8 acres of land more fully described in the Petition and the Exhibit attached hereto as Exhibit A; and

WHEREAS, the land sought to be annexed into the District is situated wholly within the extraterritorial jurisdiction of the City of Alvin, Texas, and is not within such jurisdiction of any other city; and

WHEREAS, Section 54.016 of the Texas Water Code, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district; and

WHEREAS, the City Council of the City desires to create Ordinance No. 23-A as set forth herein for the purpose of consenting to the addition of said land to the District and establishing the terms and conditions of such consent.

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 745.8 acres of land referenced above that are situated within the extraterritorial jurisdiction of the City of Alvin, Texas, into the District as described in the Petition and the exhibit, attached hereto as Exhibit A. This Ordinance shall not impair the effectiveness of any agreement between the City and the District dated prior to the effective date hereof or conditions contained in Ordinance 21-E, consenting to the creation of the District.

Section 3. In addition to all the rights and remedies provided by the laws of the State of Texas, in the event the District violates the terms and provisions of the City’s written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of

competent jurisdiction restraining, compelling or requiring the District and its officials to observe and comply with the terms and provisions of this Ordinance.

Section 4. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

Section 6. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 2nd day of February 2023.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit A

Brazoria County MMD
745.8 Acres

H.T.&B.R.R. Company Survey, A-251
A. A. Talmage Survey, A-554
A. A. Talmage Survey, A-553
James L Holmes Heirs Survey, A-610

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a certain 745.8 acre tract of land situated in the H.T.&B.R.R. Company Survey, Abstract No. 251, the A. A. Talmage Survey, Abstract No. 554, the A. A. Talmage Survey, Abstract No. 553 and the James L Holmes Heirs Survey, Abstract No. 610, all in Brazoria County, Texas and being out of a called 2856.555 acre tract of land (Tract 1) conveyed to Dee S. Osborne by the deed recorded in Volume 1159, Page 715 of the Brazoria County Deed Records, a called 98.2535 acre tract of land conveyed to Southeast Properties, Ltd by the deed recorded in Clerk's File No. 92-33050 of the Brazoria County Official Public Records and a called 109.232 acre tract of land conveyed to Southeast Properties, LTD recorded in Volume 1221, Page 362 of the Brazoria County Deed Records; said 745.8 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

COMMENCING at a found concrete monument at the northeast corner of said 98.2535 acres also being in the southerly right-of-way line of FM 1462;

THENCE, South 86°56'14" West, along the northerly line of said 98.2535 and 2856.555 acre tracts, common with the southerly right-of-way line of said FM 1462, a distance of 1005.62 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") for the **POINT OF BEGINNING** of the herein described tract;

THENCE, over and across said 98.2535 and 2856.555 acre tracts the following seven (7) bearings and distances;

- 1) South 33°31'32" East, a distance of 2191.74 feet to a point for corner;
- 2) South 32°16'42" East, a distance of 473.37 feet to a point for corner;
- 3) South 33°50'21" East, a distance of 1651.19 feet to a point for corner;
- 4) South 34°22'34" East, a distance of 700.44 feet to a point for corner;
- 5) South 67°37'10" East, a distance of 885.98 feet to a point for corner;
- 6) South 68°00'23" East, a distance of 1178.08 feet to a point for corner;
- 7) South 67°16'53" East, a distance of 1365.55 feet to the beginning of a non-tangent curve to the left;

Brazoria County MMD
745.8 Acres

H.T.&B.R.R. Company Survey, A-251
A. A. Talmage Survey, A-554
A. A. Talmage Survey, A-553
James L Holmes Heirs Survey, A-610

THENCE, continuing over and across said 2856.555 acres and along the arc of said non-tangent curve to the left having a radius of 5280.00 feet, a central angle of $21^{\circ}24'05''$, an arc length of 1972.22 feet, and a long chord bearing South $51^{\circ}53'34''$ East, 1960.78 feet to a point at the beginning of a compound curve to the left;

THENCE, continuing over and across said 2856.555 acres and along the arc of said compound curve to the left having a radius of 5280.00 feet, a central angle of $07^{\circ}33'42''$, an arc length of 696.84 feet, and a long chord bearing South $48^{\circ}41'21''$ East, 696.33 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") in the southeasterly line of said 2856.555 acre tract, common with the northwesterly line of a called 110.21 acre tract of land conveyed to Patrick D. Moller and wife, Suzanne Moller by the deed recorded in Clerk's File No. 96-005947 of the Brazoria County Official Public Records;

THENCE, South $59^{\circ}36'38''$ West, along the southeasterly line of said 2856.555 acre tract, common with the northwesterly lines of said 110.21 acres and a called 5440.64 acre tract of land conveyed to HRI Development Corporation by the deed recorded in Clerk's File No. 88544-596 of the Brazoria County Official Public Records, a distance of 2868.79 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner");

THENCE over and across said 2856.555 and 109.232 acre tracts the following six (6) bearings and distances;

- 1) North $67^{\circ}38'45''$ West, a distance of 2391.22 feet to a point for corner;
- 2) North $67^{\circ}31'02''$ West, a distance of 2641.65 feet to a point for corner;
- 3) North $33^{\circ}08'38''$ West, a distance of 825.02 feet to a point for corner;
- 4) North $37^{\circ}02'29''$ West, a distance of 125.27 feet to a point for corner;
- 5) North $34^{\circ}06'46''$ West, a distance of 525.85 feet to a point for corner;
- 6) North $32^{\circ}45'11''$ West, a distance of 1737.40 feet to a point for corner;

THENCE, North $33^{\circ}07'56''$ West, continuing over and across said 2856.55 and 109.232 acre tracts, a distance of 1574.72 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") in a northerly line of said 2856.555 acre tract, common with the southerly line of a called 80.74 acre tract of land (Tract 2) conveyed to South Associates by the deed recorded in Volume 1420, Page 710 of the Brazoria County Deed Records;

THENCE, North $86^{\circ}55'53''$ East, along said common line, 256.28 feet to the southeast corner of said 80.74 acre tract also being in the westerly line of the aforementioned 109.232 acre tract;

Brazoria County MMD
745.8 Acres

H.T.&B.R.R. Company Survey, A-251
A. A. Talmage Survey, A-554
A. A. Talmage Survey, A-553
James L Holmes Heirs Survey, A-610

THENCE, North 02°27'26" West, along the westerly line of said 109.232 acre tract, common with the easterly line of said 80.74 acre tract, a distance of 2584.43 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the northwest corner of said 109.232 acre tract also being in the southerly right-of-way line of said FM 1462;

THENCE, North 87°01'47" East, along the northerly line of said 109.232 and 2856.555 acre tracts, common with the southerly right-of-way line of said FM 1462, a distance of 1590.81 feet to the POINT OF BEGINNING, CONTAINING 745.8 acres of land in Brazoria County, Texas;

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared.

EXHIBIT B CONSENT CONDITIONS

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

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

1. No District Obligations may be issued until all terms of the Ordinance of the City Granting Consent to the Creation of the District have been satisfied.
2. Such District Obligations must provide that the District reserves the right to redeem said District Obligations on a date on or before the 15th anniversary of the date of issuance without premium.
3. None of such District Obligations, other than refunding bonds, will be sold for less than 95 percent of par.
4. The net effective interest rate on District Obligations so sold, taking into account any discount or premium as well as the interest rate borne by such District Obligations, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such District Obligations.
5. The District Obligations, except Bond Anticipation Notes which may be secured in any manner authorized by Section 49.154, Texas Water Code, shall be payable from and secured by an ad valorem tax levied, without limit as to rate or amount, by the District upon all taxable property located within the District, revenues of the District other than ad valorem taxes, contract payments described by Section 7964.153, Texas Special District Local Laws Code, or such other sources as may be now or hereafter authorized by Chapter 7964, Texas Special District Local Laws Code.
6. The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City, and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof other than the District is pledged to the payment of the principal of the interest on such District Obligations.
7. Subject to the City's subsequent adoption of any ordinance setting forth additional procedures and standards for the refunding of indebtedness by conservation and

reclamation districts located in the municipal boundaries or extraterritorial jurisdiction of the City, the District may issue refunding bonds to refund any District Obligation if:

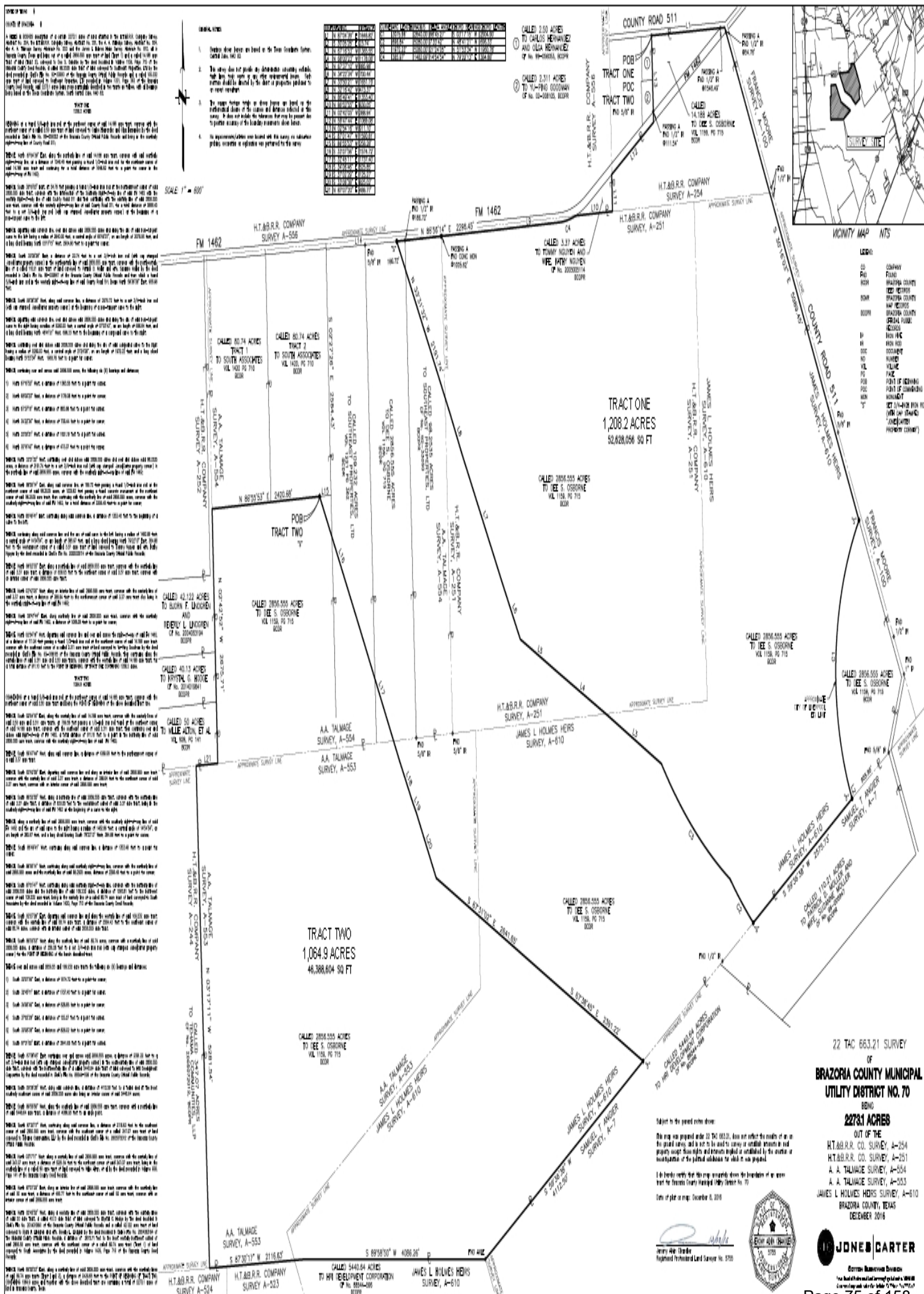
- a. The refunding transaction provides both gross debt savings and net present value savings;
- b. The net present value savings, as certified by the District's Financial Advisor, is three (3) percent or more of the principal amount of the refunded bonds; and
- c. The date of the latest scheduled maturity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

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

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

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

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





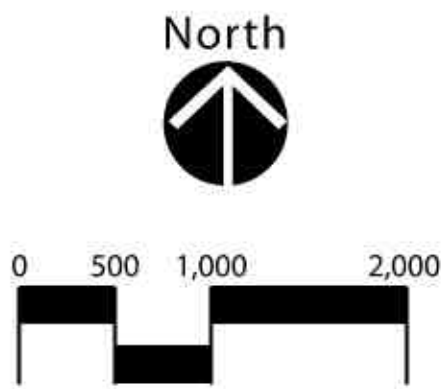
LEGEND

	BRAZORIA COUNTY MUD NO. 70
	BRAZORIA COUNTY MUNICIPAL MANAGEMENT DISTRICT

Municipal Jurisdiction Utility and Management District Exhibit for

ANGLETON TRACT

±3,061 Acres of Land
Brazoria County , Texas
Project #: 2493-23001



Prepared For:
**SOUTHEAST
PROPERTIES, LTD**

Managed By:
 SAM YAGER INCORPORATED®

Reference Date: 06.09.2020



**Planning &
Landscape Architecture**

LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3703
713.953.5200

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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 70

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

SOUTHEAST PROPERTIES, LTD., a Texas limited partnership, being the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazoria County, Texas ("Petitioner"), acting pursuant to the provisions of Section 54.016, Texas Water Code, as amended, respectfully petition for consent to include additional land in a municipal utility district. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas and Chapter 7964, Texas Special District Local Laws Code, as amended, and was created by an Act of the 85th Texas Legislature adopted effective May 23, 2017. Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Brazoria County, Texas. Landowner represents and warrants that there are no holders of liens against said land.

II.

The land sought to be added to the District contains approximately 745.8 acres of land, more or less, and lies wholly within Brazoria County, Texas. Under the provisions of Vernon's Texas Civil Statutes, Local Government Code, Section 42.001 et seq., as amended, said area is within the extraterritorial jurisdiction of the City of Alvin and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

III.

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

IV.

The general nature of the work proposed to be done in the area sought to be annexed shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal, domestic and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
- (3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area;
- (4) establish, finance, provide, operate and maintain a fire department and/or fire-fighting services ("firefighting-facilities") within the District subject to approval of the Texas Commission on Environmental Quality pursuant to its rules and Chapter 49 of the Texas Water Code, as amended, as and if required;
- (5) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law;
- (6) design, acquire, construct, finance and issue bonds for roads pursuant to applicable law, as amended ("Road Powers"), as, if, and when required; and
- (7) to provide such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of Alvin and is in close proximity to populous and developed sections of Brazoria County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

(1) The land sought to be added to the District is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the land sought to be added to the District.

(2) The future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require recreational facilities, as same are necessary and desirable for

the health and well-being of such inhabitants. The land sought to be added to the District does not currently include adequate recreational facilities.

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

(4) The future inhabitants of the District, the land sought to be added to the District and of territories adjacent thereto require adequate road facilities, as same are necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of residential and commercial development within the area and territories adjacent thereto. Road Powers are of necessity to the land within the District and the land sought to be added to the District as such powers will allow the District to construct, acquire, improve, and provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

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

VI.

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

[Signature Page Follows]

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

Dated this the 29th day of September, 2022.

SOUTHEAST PROPERTIES, LTD.,
a Texas limited partnership

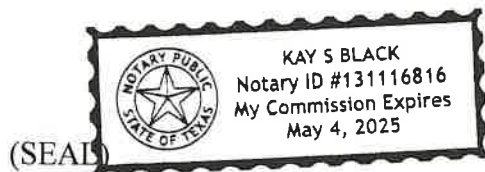
By: Jefferson Realty Co.,
its General Partner

By: R. Cullen Powell
R. Cullen Powell,
Chairman & President

Petitioner

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 29th day of September, 2022, by R. Cullen Powell, Chairman and President of Jefferson Realty Co., the general partner of Southeast Properties, Ltd., a Texas limited partnership, on behalf of said entity.



Kay S. Black
Notary Public in and for the
State of TEXAS



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Ordinance 23-B, granting consent to the addition of approximately 2,273.1 acres of land to Brazoria County Management District No. 1; making findings of fact; providing a severability clause; and providing an effective date.

Type of Item: Ordinance

Summary: On April 15, 2021, the City consented to the creation of Brazoria County Management District No. 1 (the "Management District") by Ordinance 21-F.

On January 17, 2023, the City received a Petition for Consent to Include Additional Land in Brazoria County Management District No. 1 from Southeast Properties, Ltd., to include approximately 2,273.1 acres (the property within Brazoria County Municipal Utility District No. 70), into the Management District. Section 54.016 of the Texas Water Code provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a municipal utility district unless such city grants its written consent to the inclusion of the land within the district.

This will allow Management District 1 and MUD 70 to move their internal boundary lines, depending on actual future development.

This is Sam Yeager's development. Staff recommends approval of Ordinance 23-B.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/18/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Ord 23-B; Consent to annex into MD 1
2. Exhibit A - Metes and Bounds Description of MUD 70 into MD 1
3. Boundary Map - Survey
4. MUD 70 MD 1 - Map
5. Petition for Consent to Include Additional Land into Brazoria MMD 1

Recommendation: Move to approve Ordinance 23-B, granting consent to the addition of approximately 2,273.1 acres of land to the Brazoria County Management District No. 1; making findings of fact; providing a severability clause; and providing an effective date.

Reviewed by Department Head, if applicable:

Reviewed by Chief Financial Officer, if applicable:

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

ORDINANCE 23-B

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 2,273.1 ACRES OF LAND TO BRAZORIA COUNTY MANAGEMENT DISTRICT NO. 1; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), consented to the creation of Brazoria County Management District No. 1 (the “Management District”) by Ordinance 21-F, passed and adopted by City Council on April 15, 2021; and

WHEREAS, Southeast Properties, Ltd., the owner of the land herein described, has petitioned the City to consent to the addition to the Management District approximately 2,273.1 acres of land more fully described in the Petition and the Exhibit attached hereto as Exhibit A; and

WHEREAS, the land sought to be annexed into the Management District is situated wholly within the extraterritorial jurisdiction of the City of Alvin, Texas, and is not within such jurisdiction of any other city; and

WHEREAS, Section 54.016 of the Texas Water Code, as amended, provides that no land within the corporate limits of a city or within the extraterritorial jurisdiction of a city, shall be included within a management district unless such city grants its written consent to the inclusion of the land within the district; and

WHEREAS, the City Council of the City desires to create Ordinance No. 23-B as set forth herein for the purpose of consenting to the addition of said land to the Management District and establishing the terms and conditions of such consent.

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

Section 1. The facts and recitals set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council of the City of Alvin, Texas, hereby grants its specific written consent to the addition of the approximately 2,273.1 acres of land referenced above that are situated within the extraterritorial jurisdiction of the City of Alvin, Texas, into the Management District as described in the Petition and the exhibit, attached hereto as Exhibit A. This Ordinance shall not impair the effectiveness of any agreement between the City and the Management District dated prior to the effective date hereof or conditions contained in Ordinance 21-F, consenting to the creation of the Management District.

Section 3. In addition to all the rights and remedies provided by the laws of the State of Texas, in the event the Management District violates the terms and provisions of the City’s

written consent, the City shall be entitled to injunctive relief or a writ of mandamus issued by a court of competent jurisdiction restraining, compelling or requiring the Management District and its officials to observe and comply with the terms and provisions of this Ordinance.

Section 4. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

Section 6. **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 2nd day of February 2023.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Exhibit A

Brazoria County MUD No. 70
2273.1 Acres

H.T.&B.R.R. Company Survey, A-254
H.T.&B.R.R. Company Survey, A-251
A. A. Talmage Survey, A-554
A. A. Talmage Survey, A-553
James L Holmes Heirs Survey, A-610

STATE OF TEXAS §

COUNTY OF BRAZORIA §

A **METES & BOUNDS** description of a certain 2273.1 acres of land situated in the H.T.&B.R.R. Company Survey, Abstract No. 254, the H.T.&B.R.R. Company Survey, Abstract No. 251, the A. A. Talmage Survey, Abstract No. 554, the A. A. Talmage Survey, Abstract No. 553 and the James L Holmes Heirs Survey, Abstract No. 610, all in Brazoria County, Texas and being out of a called 2856.555 acre tract of land (Tract 1) and a called 14.188 acre tract of land (Tract 2), conveyed to Dee S. Osborne by the deed recorded in Volume 1159, Page 715 of the Brazoria County Deed Records, a called 98.2535 acre tract of land conveyed to Southeast Properties, Ltd by the deed recorded in Clerk's File No. 92-33050 of the Brazoria County Official Public Records and a called 109.232 acre tract of land conveyed to Southeast Properties, LTD recorded in Volume 1221, Page 362 of the Brazoria County Deed Records; said 2273.1 acres being more particularly described in two tracts as follows, with all bearings being based on the Texas Coordinate System, South Central Zone, NAD 83;

TRACT ONE 1208.2 ACRES

BEGINNING at a found 5/8-inch iron rod at the northwest corner of said 14.188 acre tract, common with the northeast corner of a called 2.50 acre tract of land conveyed to Carlos Hernandez and Olga Hernandez by the deed recorded in Clerk's File No. 99-056053 of the Brazoria County Official Public Records and being in the southerly right-of-way line of County Road 511;

THENCE, North 87°04'39" East, along the northerly line of said 14.188 acre tract, common with said southerly right-of-way line, at a distance of 1546.49 feet passing a found 1/2-inch iron rod for the northeast corner of said 14.188 acre tract and continuing for a total distance of 1646.82 feet to a point for corner in the right-of-way of FM 1462;

THENCE, South 30°16'03" East, at 54.76 feet passing a found 1/2-inch iron rod at the northernmost corner of said 2856.555 acre tract, common with the intersection of the Southerly right-of-way line of said FM 1462 with the westerly right-of-way line of said County Road 511 and then continuing with the easterly line of said 2856.555 acre tract, common with the westerly right-of-way line of said County Road 511, for a total distance of 5989.45 feet to a set 3/4-inch iron rod (with cap stamped "Jones | Carter property corner") at the beginning of a non-tangent curve to the left;

THENCE, departing said common line, over and across said 2856.555 acres and along the arc of said non-tangent curve to the left having a radius of 2640.00 feet, a central angle of 66°45'27", an arc length of 3075.96 feet, and a long chord bearing South 03°17'15" West, 2904.90 feet to a point for corner;

THENCE, South 30°05'28" East, a distance of 23.74 feet to a set 3/4-inch iron rod (with cap stamped "Jones | Carter property corner") in the southeasterly line of said 2856.555 acre tract, common with the northwesterly line of a called 110.21 acre tract of land conveyed to Patrick D. Moller and wife, Suzanne Moller by the deed recorded in Clerk's File No. 96-005947 of the Brazoria County Official Public Records

Brazoria County MUD No. 70
2273.1 Acres

H.T.&B.R.R. Company Survey, A-254
H.T.&B.R.R. Company Survey, A-251
A. A. Talmage Survey, A-554
A. A. Talmage Survey, A-553
James L Holmes Heirs Survey, A-610

and from which a found 5/8-inch iron rod in the westerly right-of-way line of said County Road 511, bears North 59°36'38" East, 955.96 feet;

THENCE, South 59°36'38" West, along said common line, a distance of 2575.73 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") at the beginning of a non-tangent curve to the right;

THENCE, departing said common line, over and across said 2856.555 acres and along the arc of said non-tangent curve to the right having a radius of 5280.00 feet, a central angle of 07°33'42", an arc length of 696.84 feet, and a long chord bearing North 48°41'21" West, 696.33 feet to the beginning of a compound curve to the right;

THENCE, continuing over and across said 2856.555 acres and along the arc of said compound curve to the right having a radius of 5280.00 feet, a central angle of 21°24'05", an arc length of 1972.22 feet, and a long chord bearing North 51°53'34" West, 1960.78 feet to a point for corner;

THENCE, continuing over and across said 2856.555 acres, the following six (6) bearings and distances;

- 1) North 67°16'53" West, a distance of 1365.55 feet to a point for corner;
- 2) North 68°00'23" West, a distance of 1178.08 feet to a point for corner;
- 3) North 67°37'10" West, a distance of 885.98 feet to a point for corner;
- 4) North 34°22'34" West, a distance of 700.44 feet to a point for corner;
- 5) North 33°50'21" West, a distance of 1651.19 feet to a point for corner;
- 6) North 32°16'42" West, a distance of 473.37 feet to a point for corner;

THENCE, North 33°31'32" West, continuing over and across said 2856.555 acres and over and across said 98.2535 acres, a distance of 2191.74 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") in the northerly line of said 2856.555 acres, common with the southerly right-of-way line of said FM 1462;

THENCE, North 86°56'14" East, along said common line, at 186.72 feet passing a found 1/2-inch iron rod at the northwest corner of said 98.2535 acres, at 1005.62 feet passing a found concrete monument at the northeast corner of said 98.2535 acre tract, then continuing with the northerly line of said 2856.555 acres, common with the southerly right-of-way line of said FM 1462, for a total distance of 2296.45 feet to a point for corner;

THENCE, North 86°49'41" East, continuing along said common line, a distance of 1353.40 feet to the beginning of a curve to the left;

Brazoria County MUD No. 70
2273.1 Acres

H.T.&B.R.R. Company Survey, A-254
H.T.&B.R.R. Company Survey, A-251
A. A. Talmage Survey, A-554
A. A. Talmage Survey, A-553
James L Holmes Heirs Survey, A-610

THENCE, continuing along said common line and the arc of said curve to the left having a radius of 1482.69 feet, a central angle of 14°54'54", an arc length of 385.97 feet, and a long chord bearing North 79°22'13" East, 384.88 feet to the westernmost corner of a called 3.37 acre tract of land conveyed to Tommy Nguyen and wife, Kathy Nguyen by the deed recorded in Clerk's File No. 2005005114 of the Brazoria County Official Public Records;

THENCE, North 86°52'55" East, along a northerly line of said 2856.555 acre tract, common with the southerly line of said 3.37 acre tract, a distance of 830.05 feet to the southeast corner of said 3.37 acre tract, common with an interior corner of said 2856.555 acre tract;

THENCE, North 02°42'05" West, along an interior line of said 2856.555 acre tract, common with the easterly line of said 3.37 acre tract, a distance of 388.94 feet to the northernmost corner of said 3.37 acre tract also being in the southerly right-of-way line of said FM 1462;

THENCE, North 59°47'44" East, along northerly line of said 2856.555 acre tract, common with the southerly right-of-way line of said FM 1462, a distance of 1089.08 feet to a point for corner;

THENCE, North 02°54'16" West, departing said common line and over and across the right-of-way of said FM 1462, at a distance of 111.54 feet passing a found 1/2-inch iron rod at the southwest corner of said 14.188 acre tract, common with the southeast corner of a called 2.311 acre tract of land conveyed to Yu-Ping Goodman by the deed recorded in Clerk's File No. 02-008105 of the Brazoria County Official Public Records, then continuing along the easterly lines of said 2.311 acre and 2.50 acre tracts, common with the westerly line of said 14.188 acre tract, for a total distance of 911.10 feet to the **POINT OF BEGINNING, OF TRACT ONE CONTAINING 1208.2 acres.**

TRACT TWO
1064.9 ACRES

COMMENCING at a found 5/8-inch iron rod at the northwest corner of said 14.188 acre tract, common with the northeast corner of said 2.50 acre tract and being the **POINT OF BEGINNING** of the above described Tract One.

THENCE, South 02°54'16" East, along the westerly line of said 14.188 acre tract, common with the easterly lines of said 2.50 acre and 2.311 acre tracts, at 799.56 feet passing a 1/2-inch iron rod found at the southwest corner of said 14.188 acre tract, common with the southeast corner of said 2.311 acre tract, then continuing over and across said right-of-way of FM 1462, a total distance of 911.10 feet to a point in the northerly line of said 2856.555 acre tract, common with the southerly right-of-way line of said FM 1462;

THENCE, South 59°47'44" West, along said common line, a distance of 1089.08 feet to the northernmost corner of a said 3.37 acre tract;

Brazoria County MUD No. 70
2273.1 Acres

H.T.&B.R.R. Company Survey, A-254
H.T.&B.R.R. Company Survey, A-251
A. A. Talmage Survey, A-554
A. A. Talmage Survey, A-553
James L Holmes Heirs Survey, A-610

THENCE, South 02°42'05" East, departing said common line and along an interior line of said 2856.555 acre tract, common with the easterly line of said 3.37 acre tract, a distance of 388.94 feet to the southeast corner of said 3.37 acre tract, common with an interior corner of said 2856.555 acre tract;

THENCE, South 86°52'55" West, along a northerly line of said 2856.555 acre tract, common with the southerly line of said 3.37 acre tract, a distance of 830.05 feet to the westernmost corner of said 3.37 acre tract, being in the southerly right-of-way line of said FM 1462 at the beginning of a curve to the right;

THENCE, along a northerly line of said 2856.555 acre tract, common with the southerly right-of-way line of said FM 1462 and the arc of said curve to the right having a radius of 1482.69 feet, a central angle of 14°54'54", an arc length of 385.97 feet, and a long chord bearing South 79°22'13" West, 384.88 feet to a point for corner;

THENCE, South 86°49'41" West, continuing along said common line, a distance of 1353.40 feet to a point for corner;

THENCE, South 86°56'14" West, continuing along said southerly right-of-way line, common with the northerly line of said 2856.555 acres and the northerly line of said 98.2535 acres, distance of 2296.45 feet to a point for corner;

THENCE, South 87°01'47" West, continuing along said southerly right-of-way line, common with the northerly line of said 2856.555 acres and the northerly line of said 109.232 acres, a distance of 1590.81 feet to the northwest corner of said 109.232 acre tract, being in the easterly line of a called 80.74 acre tract of land conveyed to South Associates by the deed recorded in Volume 1420, Page 710 of the Brazoria County Deed Records;

THENCE, South 02°27'26" East, departing said common line and along the westerly line of said 109.232 acre tract, common with the easterly line of said 80.74 acre tract, a distance of 2584.43 feet to the southeast corner of said 80.74 acres, common with an interior corner of said 2856.555 acre tract;

THENCE, South 86°55'53" West, along the southerly line of said 80.74 acres, common with a northerly line of said 2856.555 acres, a distance of 256.28 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") for the **POINT OF BEGINNING** of the herein described tract;

THENCE over and across said 2856.55 and 109.232 acre tracts the following six (6) bearings and distances;

- 1) South 33°07'56" East, a distance of 1574.72 feet to a point for corner;
- 2) South 32°45'11" East, a distance of 1737.40 feet to a point for corner;
- 3) South 34°06'46" East, a distance of 525.85 feet to a point for corner;

Brazoria County MUD No. 70
2273.1 Acres

H.T.&B.R.R. Company Survey, A-254
H.T.&B.R.R. Company Survey, A-251
A. A. Talmage Survey, A-554
A. A. Talmage Survey, A-553
James L Holmes Heirs Survey, A-610

- 4) South 37°02'29" East, a distance of 125.27 feet to a point for corner;
- 5) South 33°08'38" East, a distance of 825.02 feet to a point for corner;
- 6) South 67°31'02" East, a distance of 2641.65 feet to a point for corner;

THENCE, South 67°38'45" East, continuing over and across said 2856.555 acres, a distance of 2391.22 feet to a set 3/4-inch iron rod (with cap stamped "Jones|Carter property corner") in the southeasterly line of said 2856.555 acre tract, common with the northwesterly line of a called 5440.64 acre tract of land conveyed to HRI Development Corporation by the deed recorded in Clerk's File No. 88544-596 of the Brazoria County Official Public Records;

THENCE, South 59°36'38" West, along said common line, a distance of 4112.50 feet to a found axel at the most southerly southeast corner of said 2856.555 acres also being an interior corner of said 5440.64 acres;

THENCE, South 89°58'50" West, along the southerly line of said 2856.555 acre tract, common with a northerly line of said 5440.64 acre tract, a distance of 4086.26 feet to an angle point;

THENCE, South 87°30'17" West, continuing along said common line, a distance of 2116.63 feet to the southwest corner of said 2856.555 acre tract, common with the southeast corner of a called 347.07 acre tract of land conveyed to Tehama Communities, LLP by the deed recorded in Clerk's File No. 2005072012 of the Brazoria County Official Public Records;

THENCE, North 03°17'11" West, along a westerly line of said 2856.555 acre tract, common with the easterly line of said 347.07 acre tract, a distance of 5281.54 feet to the northeast corner of said 347.07 acre tract, being in the southerly line of a called 50 acre tract of land conveyed to Willie Alton, et al by the deed recorded in Volume 928, Page 141 of the Brazoria County Deed Records;

THENCE, North 87°07'20" East, along an interior line of said 2856.555 acre tract, common with the southerly line of said 50 acre tract, a distance of 486.77 feet to the southeast corner of said 50 acre tract, common with an interior corner of said 2856.555 acre tract;

THENCE, North 02°42'52" West, along a westerly line of said 2856.555 acre tract, common with the easterly lines of said 50 acre tract, a called 40.13 acre tract of land conveyed to Krystal G. Hodge by the deed recorded in Clerk's File No. 2014019841 of the Brazoria County Official Public Records and a called 42.122 acre tract of land conveyed to Bjorn F. Lindgren and wife, Beverly L. Lindgren by the deed recorded in Clerk's File No. 2004063194 of the Brazoria County Official Public Records, a distance of 2675.71 feet to the most westerly northwest corner of said 2856.55 acre tract, common with the southeast corner of a called 80.74 acre tract (Tract 2) of land conveyed to South Associates by the deed recorded in Volume 1420, Page 710 of the Brazoria County Deed Records;

Brazoria County MUD No. 70
2273.1 Acres

H.T.&B.R.R. Company Survey, A-254
H.T.&B.R.R. Company Survey, A-251
A. A. Talmage Survey, A-554
A. A. Talmage Survey, A-553
James L Holmes Heirs Survey, A-610

THENCE, North 86°55'53" East, along a northerly line of said 2856.555 acre tract, common with the southerly lines of said 80.74 acre tracts (Tract 1 and 2), a distance of 2420.68 feet to the **POINT OF BEGINNING OF TRACT TWO, CONTAINING 1064.9 acres** and together with the above described tract one containing a total of 2273.1 acres of land in Brazoria County, Texas.

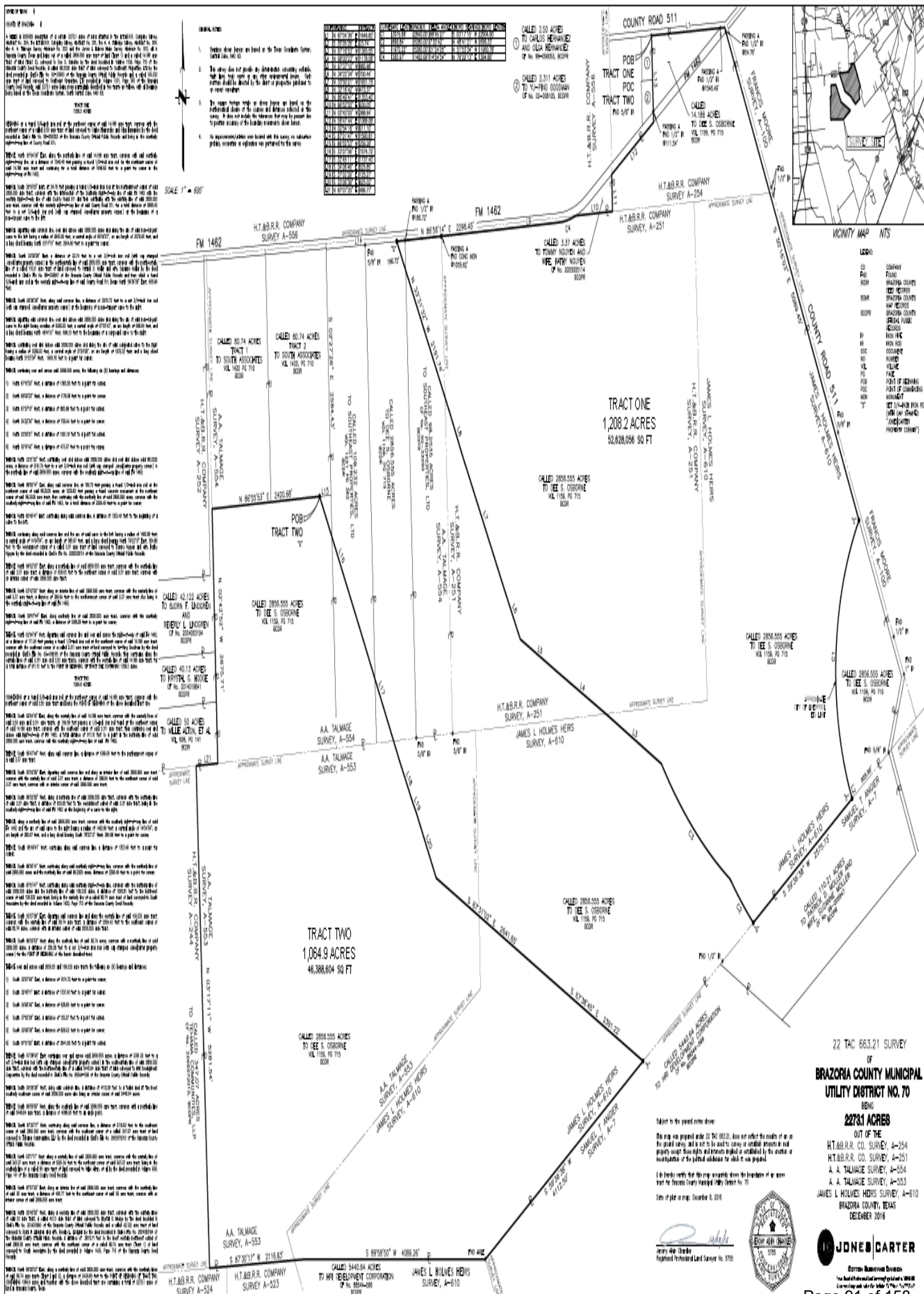
This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared

 12/02/16

Acting By/Through Jeromy Alvin Chandler
Registered Professional Land Surveyor
No. 5755
JChandler@jonescarter.com

Jones|Carter
6330 West Loop South, Suite 150
Bellaire, Texas 77401
(713) 777-5337
*Texas Board of Professional Land Surveying
Registration No. 10046100*





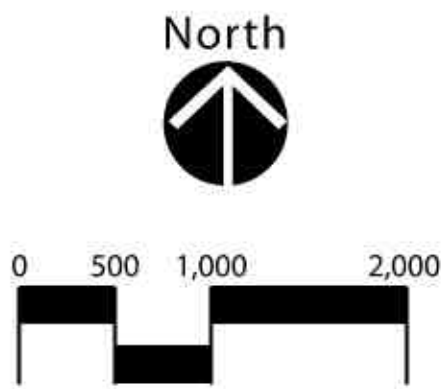


LEGEND	
	BRAZORIA COUNTY MUD NO. 70
	BRAZORIA COUNTY MUNICIPAL MANAGEMENT DISTRICT

Municipal Jurisdiction Utility and Management District Exhibit for

ANGLETON TRACT

±3,061 Acres of Land
Brazoria County , Texas
Project #: 2493-23001



Prepared For:
**SOUTHEAST
PROPERTIES, LTD**

Managed By:
 SAM YAGER INCORPORATED®

Reference Date: 06.09.2020



**Planning &
Landscape Architecture**

LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, Texas 77042-3703
713.953.5200

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This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN
BRAZORIA COUNTY MANAGEMENT DISTRICT NO. 1

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

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

SOUTHEAST PROPERTIES, LTD., being the holder of title to all of, and therefore, a majority in value of the land hereinafter described, as such values are indicated by the tax rolls of the central appraisal district of Brazoria County, Texas ("Petitioner"), acting pursuant to the provisions of Section 3944.114, Texas Special District Local Laws Code, and Section 54.016, Texas Water Code, as amended, respectfully petition for consent to include additional land in a municipal management district. In support of this petition, Petitioner shows as follows:

I.

The District, to which the land hereinafter described is sought to be annexed, exists under the terms and provisions of Article XVI, Section 59 of the Constitution of Texas, and Chapter 3944, Texas Special District Local Laws Code, and was created by an Act of the 85th Texas Legislature adopted effective May 23, 2017 (the "Act"). Landowner is the sole owner and holder of fee simple title to the land sought to be annexed to the District, as indicated by the tax rolls of the central appraisal district of Brazoria County, Texas. Landowner represents and warrants that there are no holders of liens against said land.

II.

The land sought to be added to the District contains approximately 2,273.1 acres of land, more or less, and lies wholly within Brazoria County, Texas. Under the provisions of Vernon's Texas Civil Statutes, Local Government Code, Section 42.001 *et seq.*, as amended, said area is within the extraterritorial jurisdiction of the City of Alvin and is not within such jurisdiction of any other city. All of the territory to be annexed may properly be annexed to the District.

III.

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

IV.

The general nature of the work proposed to be done in the area sought to be annexed shall be the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- (1) provide a water supply for municipal, domestic and commercial purposes;
- (2) collect, transport, process, dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
- (3) gather, conduct, divert and control local storm water or other harmful excesses of water in the area;
- (4) establish, finance, provide, operate and maintain a fire department and/or fire-fighting services ("firefighting-facilities") within the District subject to approval of the Texas Commission on Environmental Quality pursuant to its rules and Chapter 49 of the Texas Water Code, as amended, as and if required;
- (5) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law and the Act;
- (6) exercise road powers and authority ("Road Powers") pursuant to applicable law and the Act;
- (7) promote, develop, encourage and maintain employment, commerce, economic development, safety, and the public welfare in the area of the District;
- (8) secure expanded and improved public transportation and parking and pedestrian facilities and systems to benefit land and property within the District; and
- (9) to provide such other facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is created and permitted under state law.

V.

The area of the District is urban in nature, is within the growing environs of the City of Alvin and is in close proximity to populous and developed sections of Brazoria County. The District's area will, within the immediate future, experience a substantial and sustained residential and commercial growth. Therefore, there is a necessity for the improvements described above for the following reasons:

- (1) The land sought to be added to the District is not supplied with adequate water and sanitary sewer facilities and services, or with adequate drainage facilities nor is it presently economically feasible for such facilities to be added to said land. The health and welfare of the

future inhabitants of the District, the land sought to be added to the District, and of territories adjacent thereto require the installation and acquisition of adequate water, sanitary sewer, and drainage facilities for and within the land sought to be added to the District.

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

(3) The future inhabitants of the area and of territories adjacent thereto require adequate road facilities, as same are necessary and desirable for the health and welfare of such inhabitants, and for the orderly growth of commercial and industrial development within the area and territories adjacent thereto. Road Powers are of necessity to the District and to the land within the District as such powers will allow the District to construct, acquire, improve, and provide financing for road facilities that may not otherwise be constructed in a manner that will proactively address safety, capacity, durability, economic feasibility, and regional mobility issues.

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

(5) The future inhabitants of the area and of territories adjacent thereto require such additional facilities as may be authorized by the Act and as may be necessary to promote, develop, encourage and maintain employment, commerce, transportation, housing, tourism, recreation, the arts, entertainment, economic development, safety and the public welfare in the area within the District.

A public necessity exists for the organization of such District to promote, develop, encourage, and maintain employment, commerce, economic development, and the public welfare in the area within the District and to promote and protect the purity and sanitary condition of the State's waters and the public health and welfare of the community, by and through the purchase, construction, extension, improvement, maintenance and operation of a water supply and sanitary sewer system, drainage facilities, recreational facilities, road facilities, parking and transportation facilities, and, subject to the laws of the State of Texas and the rules of the Texas Commission on Environmental Quality, fire-fighting facilities, and such other facilities, systems, plants and enterprises as shall be consonant with the purposes for which the District was created and permitted under state law.

VI.

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

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

Dated this the 29th day of September, 2022.

SOUTHEAST PROPERTIES, LTD.,
a Texas limited partnership

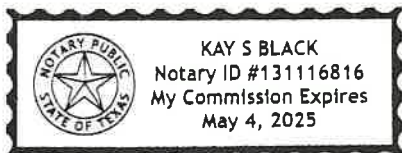
By: Jefferson Realty Co.,
Its General Partner

By: R. Cullen Powell
R. Cullen Powell,
Chairman & President

Petitioner

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 29th day of September, 2022, by R. Cullen Powell, Chairman and President of Jefferson Realty Co., the general partner of Southeast Properties, Ltd., a Texas limited partnership, on behalf of said entity.



(SEAL)

Kay S. Black
Notary Public in and for the
State of TEXAS



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 23-C, amending Chapter 25, Water and Sewers, of the Code of Ordinances for the City of Alvin, Texas, for the purpose of amending the City's current Land Use Assumptions and Capital Improvements Plan and modifying the Impact Fee Schedule based on the Water and Wastewater Impact Fee Study 2022 Update; setting an effective date of March 1, 2023 for the increase in fees; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: Ordinance 23-C amends Chapter 25 by adopting the new impact fee schedule that was recommended by the Impact Fee Advisory Committee as a result of the updated Land Use Assumptions and Capital Improvements Plan that was drafted by Jimmy Thompson and Brent Berthier of Adico Consulting Engineers, LLC. in accordance with Section 395 of the Texas Local Government Code.

A public hearing was held on January 19, 2023, for Council to receive input from the public regarding the 2022 Water and Wastewater Land Use Assumptions, Capital Improvements Plan, and Impact Fee Study Update. No comments were received from the public at this hearing.

Following the public hearing, Jimmy Thompson (Adico Consulting Engineers) presented an overview of the Water and Wastewater Impact Fee Study 2022 Update and answered questions from members of City Council.

Essentially, the water and wastewater impact fee for new development based on a standard ¾ inch water meter increased from \$4,350 to \$9,200.

Staff recommends approval of Ordinance 23-C.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/26/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: 1/30/23 MH

Supporting documents attached:

1. Ord 23-C; Amending Impact Fees
 2. 2022 City of Alvin Impact Fee Study Update
 3. Impact Fee Survey Area Cities
-

Recommendation: Move to approve Ordinance 23-C, amending Chapter 25, Water and Sewers, of the Code of Ordinances for the City of Alvin, Texas, for the purpose of amending the City's current Land Use Assumptions and Capital Improvements Plan and modifying the Impact Fee Schedule based on the 2022 Land Use Assumptions and Capital Improvements Plan and the Water and Wastewater Impact Fee Study 2022 Update; setting an effective date of March 1, 2023 for the increase in fees; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: X

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X

Reviewed by City Manager, if applicable: X

ORDINANCE NO. 23-C

AN ORDINANCE AMENDING CHAPTER 25, WATER AND SEWERS, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING THE CITY'S CURRENT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AND MODIFYING THE IMPACT FEE SCHEDULES BASED ON THE 2022 LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AND IMPACT FEE STUDY UPDATE; SETTING AN EFFECTIVE DATE OF MARCH 1, 2023 FOR THE INCREASE IN FEES; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, in November 2022, Adico Consulting Engineers, LLC., prepared amendments to the Water and Wastewater Land Use Assumptions and Capital Improvement Plan in accordance with the requirements of Chapter 395 of the Texas Local Government Code and an impact fee study update which is on file in the office of the City Secretary and is the City of Alvin Water and Wastewater Impact Fee Study 2022 Update (the "2022 Impact Fee Study"); and

WHEREAS, City Council by Resolution 22-R-34 called a public hearing to be held on January 19, 2023, for the purpose of discussing the updated study and amending the plans and modifying the impact fees; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City to approve the amendments to the land use assumptions and capital improvements plan and modifications of an impact fee beginning on March 1, 2023, to bring the actual fees into better alignment with the newly adopted 2022 Impact Fee Study; **NOW THEREFORE**,

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

Section 1. The facts and matters set forth in the preamble of this Ordinance are found to be true and correct.

Section 2. The impact fees set forth in Schedule 2 E, of Chapter 25, Article VI, Impact Fees for Water and Sewer, are hereby adopted as set forth below, incorporated herein, and are hereby levied against new development on lands located within the corporate boundaries of the City of Alvin commenced after the stated effective date of March 1, 2023.

Section 3. That Chapter 25, Article VI, of the Code of Ordinances, City of Alvin, Texas, is hereby amended to read as follows:

ARTICLE VI. IMPACT FEES FOR WATER AND SEWER

Sec. 25-111. - Short title.

This article shall be known and cited as the "Alvin Impact Fees Article."

Sec. 25-112. Purpose and effect.

This article is intended to assure the provision of adequate public facilities to serve new development in the city by requiring each development to pay its pro rata share of the costs of such improvements necessitated by and attributable to such new development. Impact fees established by this article are additional and supplemental to, and not in substitution of any other requirements imposed by the city on the development of land or the issuance of building permits or certificates of occupancy. Such fee is intended to be consistent with and to further the policies of the impact fee capital improvements plan, subdivision regulations and other city policies, ordinances and resolutions by which the city seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

Sec. 25-113. Authority.

This article is adopted pursuant to Local Government Code, Ch. 395, and pursuant to the Alvin City Charter. The provisions of this article shall not be construed to limit the power of the city to utilize other methods authorized under state law or pursuant to other city powers to accomplish the purposes set forth herein, either in substitution or in conjunction with this article. Guidelines may be developed by City Council resolution or otherwise to implement and administer this article.

Sec. 25-114. Definitions.

The following definitions shall apply to this article:

Area-related facility means a capital improvement or facility expansion which is designated in the impact fee capital improvements plan.

Assessment means the determination of the amount of the maximum impact fee per service unit which can be imposed on new development pursuant to this article.

Capital improvement means either a water facility or a sanitary sewer facility with a life expectancy of three (3) or more years, to be owned and operated by or on behalf of the city.

City means the City of Alvin, Texas.

Facilities expansion means either a water facility expansion or a sanitary sewer facility expansion.

Impact fee means either a fee for water facilities or a fee for sanitary sewer facilities imposed on new development by the city, pursuant to this article, in order to fund or recoup the costs of capital improvements or facilities expansions necessitated by and attributable to such new development.

Impact fees do not include the dedication of rights-of-way or easements for such facilities or the construction of such improvements. Impact fees also do not include any participation or extension agreements for water and/or sanitary sewer improvements imposed pursuant to front

footage charges for water and/or sanitary sewer lines imposed by the city, or funds deposited in escrow for the construction of water or wastewater facilities.

Impact fee capital improvements plan means either a water improvements plan or a sanitary sewer improvements plan adopted or revised pursuant to this article. Impact fee capital improvements plan may refer either to the plan for a particular service area or to the aggregation of capital improvements or facilities expansions and the associated costs programmed for all service areas for a particular category of capital improvements or facilities expansions.

Land use assumptions means the projections of population and employment growth and associated changes in land uses, densities and intensities adopted by the city, as may be amended from time to time, upon which the impact fee capital improvements plans are based.

New development means a project involving the construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure, or any use or extension of land, which has the effect of increasing the requirements for capital improvements or facility expansions, measured by the number of service units to be generated by such activity and which requires either the approval and filing with Brazoria County of a plat pursuant to the city's subdivision regulations, the issuance of a building permit or connection to the city's water or sanitary sewer system.

Offset means the amount of the reduction of an impact fee designed to fairly reflect the value of area-related facilities provided by a developer pursuant to the city's development regulations or requirements.

Off-site means outside the boundaries of the property for which a new development is proposed.

Plat approval or approval of a plat means the point at which the applicant has complied with all conditions of approval, and the plat has been released for filing with Brazoria County.

Recoupment means the imposition of an impact fee to reimburse the city for capital improvements which the city has previously oversized to serve new development.

Sanitary sewer facility means an improvement for providing sanitary sewer service, including but not limited to land or easements, treatment facilities, lift stations or interceptor mains. Sanitary sewer facility excludes sanitary sewer lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities. Sanitary sewer facilities exclude site-related facilities.

Sanitary sewer facility expansion means the expansion of the capacity of any existing sanitary sewer improvement for the purpose of serving new development, but does not include the repair, maintenance, modernization or expansion of an existing sanitary sewer facility to serve existing development.

Sanitary sewer improvements plan means the adopted plan, as may be amended from time to time, which identifies the sanitary sewer facilities or sanitary sewer expansions and their associated costs which are necessitated by and which are attributable to new development for a period not to exceed ten (10) years and which are to be financed in whole or in part through the imposition of sanitary sewer facilities fees, pursuant to this article.

Service area means either a water benefit area or sanitary sewer benefit area within the city (see section 25-119), within which impact fees for capital improvements or facilities expansions will be collected for new development occurring within such area and within which fees so collected will be expended for those types of improvements or expansions identified in the type of capital improvements plan applicable to the service area.

Service unit means the applicable standard units of measure shown on the conversion table in the impact fees capital improvements plan which can be converted either to three-fourths-inch ($\frac{3}{4}$) water meter equivalents, as the context indicates, which serves as the standardized measure of consumption, use or generation attributable to the new unit of development.

Site-related facility means an improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of water or sanitary sewer facilities to serve the new development, and which is not included in the impact fees capital improvements plan and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.

Water facility means an improvement for providing water service, including but not limited to land or easements, water treatment facilities, water supply facilities or water distribution lines. Water facility excludes water lines or mains which are constructed by developers, the costs of which are reimbursed from pro rata charges paid by subsequent users of the facilities. Water facility excludes site-related facilities.

Water facility expansion means the expansion of the capacity of any existing water facility for the purpose of serving new development, but does not include the repair, maintenance, modernization or expansion of an existing water facility to serve existing development.

Water improvements plan means the adopted plan, as may be amended from time to time, which identifies the water facilities or water expansions and their associated costs which are necessitated by and which are attributable to new development for a period not to exceed ten (10) years and which are to be financed in whole or in part through the imposition of water facilities fees pursuant to this article.

Sec. 25-115. Applicability.

The provisions of this article apply to all new development within the corporate boundaries of the city.

Sec. 25-116. Impact fee as condition of development approval.

No application for new development shall be approved within the city without assessment of an impact fee pursuant to this article, and no building permit shall be issued unless the applicant has paid the impact fee imposed by and calculated herein.

Sec. 25-117. Land use assumptions and capital improvements plan.

Land use assumptions and capital improvements plan for Schedule 2, 2A and 2B for the City of Alvin used for the development of the impact fees were adopted by the City Council at its meeting on December 9, 2004.

An updated land use assumptions and capital improvements plan for schedule 2C for the City of Alvin, in accordance with the Texas Local Government Code Chapter 395, was acknowledged and approved for amendment by the City Council at its meeting on August 15, 2013.

An updated land use assumptions and capital improvements plan for schedule 2D for the City of Alvin, in accordance with the Texas Local Government Code Chapter 395, was acknowledged and approved for amendment by the City Council at its meeting on August 2, 2018.

An updated land use assumptions and capital improvements plan for schedule 2E for the City of Alvin, in accordance with the Texas Local Government Code Chapter 395, was acknowledged and approved for amendment by the City Council at its meeting on December 15, 2022.

Sec. 25-118. Impact fees.

The water and wastewater impact fees for the city applicable from January 20, 2005 to June 30, 2006 are adopted as presented to the City Council at its meeting on January 20, 2005.

The water and wastewater impact fees for the city applicable from July 1, 2006 to June 30, 2007 are adopted as presented to the City Council at its meeting on January 19, 2006.

The water and wastewater impact fees for the city applicable from July 1, 2007 to October 31, 2013 are adopted as presented to the City Council at its meeting on January 19, 2006.

The water and wastewater impact fees for the city applicable from November 1, 2013 to October 31, 2018 are adopted as presented to the City Council at its meeting on October 3, 2013.

The water and wastewater impact fees for the city applicable starting November 1, 2018 to February 28, 2023 are adopted as presented to the City Council at its meeting on October 4, 2018.

The water and wastewater impact fees for the city applicable starting March 1, 2023, and remaining in effect until further action by council, are adopted as presented to the City Council at its meeting on February 2, 2023.

Sec. 25-119. Service areas.

Service area for the City of Alvin is established as the city limits of the City of Alvin.

Sec. 25-120. Impact fees per service unit.

(a) The maximum impact fee per service unit for the service area shall be computed by dividing the total costs of capital improvements necessitated by and attributable to new development in the service area identified in the impact fee capital improvements plan for that category of capital improvements by the total number of service units anticipated within the service area, based upon the land use assumptions for that service area. Maximum impact fees per service unit for the service area shall be established by category of capital improvements and shall be as set forth in schedule 1, attached hereto and made a part of this article by reference.

(b) The impact fee per service unit, which is to be paid by each new development within a service area, shall be that established by ordinance by the City Council and shall be as set forth in schedule 2, attached hereto and made a part of this article by reference. The City Council may establish different schedule 2 impact fee rates among service areas or land uses for a category of capital improvements in order to implement the policies of the city, or to further economic development strategies, or to otherwise reasonably promote the health, safety or general welfare of the city.

(c) Impact fee schedules 1 and 2 may be amended from time to time utilizing the amendment procedure set forth in section 25-126.

Sec. 25-121. Assessment of impact fees.

(a) The approval of any new development shall include as a condition the assessment of the impact fee applicable to such development.

(b) Assessment of the impact fee for any new development shall occur as follows:

(1) For a development which is submitted for approval pursuant to the city's subdivision regulations, assessment shall be at the time of final plat approval, and shall be the amount of the impact fee per service unit then in effect, as set forth in schedule 2.

(2) For land which is not platted and which is not required to be platted as a condition of issuing a building permit or utility connection, assessment shall occur at the time application is made for the building permit or utility connection, and shall be the amount of the impact fee per service unit then in effect, as set forth in schedule 2.

(c) Following assessment of the impact fee pursuant to subsection (b), the amount of the impact fee per service unit for that development cannot be increased, and shall be the amount of the schedule 2 rate then in effect, unless the owner proposes to change the approved development by the submission of a new application for plat approval, in which case new assessment shall occur at the schedule 2 rate then in effect.

(d) Following the lapse or expiration of approval for a plat, a new assessment shall occur at the time of final approval of a new plat.

(e) An application for an amending plat made pursuant to Local Government Code, §212.016, and Subdivision Rules and Regulations, §4.05, is not subject to reassessment for an impact fee.

Sec. 25-122. Computation and collection of impact fees.

(a) The impact fees due for the new development shall be collected prior to or at the time of connection to the city's water or sanitary sewer system for water or sanitary sewer facilities unless an agreement between the developer and the city has been executed providing for a different time of payment.

(b) Following the filing and acceptance of the request for connection to the city's water or sanitary sewer system, the city shall compute the impact fees due for the new development in the following manner:

(c) The amount of each impact fee due shall be determined by multiplying the number of service units generated by the new development by the impact fee due per service unit for the service area using schedule 2. The number of service units shall be determined by using the equivalency table contained in the impact fee capital improvements plan.

(c) If the building permit for which an impact fee has been paid has expired, and a new application is thereafter filed, the impact fees due shall be computed using schedule 2 in effect at the time the new application is filed.

(d) Whenever the property owner proposes to increase the number of service units for a development, the additional impact fees collected for such new service units shall be determined by using schedule 2 in effect at the time the new application is filed in the same manner as required for an original building permit.

Sec. 25-123. Establishment of accounts.

(a) The Director of Administrative Services shall establish an account for each service area for each category of capital facility for which an impact fee is imposed pursuant to this article. Each impact fee collected within the service area shall be deposited in such account.

(b) Interest earned on the account into which the impact fees are deposited shall be considered funds of the account and shall be used solely for the purposes authorized in section 25-125

(c) The Director of Administrative Services shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in section 25-125. Disbursement of funds shall be authorized by the city at such times as are reasonably necessary to carry out the purposes and intent of this article. Any fee impact paid shall be expended within a reasonable period of time, not to exceed ten (10) years from the date the fee is deposited into the account. Execution of a design or construction contract by the city shall be considered to be expenditure of funds of the account.

(d) The Director of Administrative Services shall maintain and keep financial records for impact fees, which shall show the source and disbursement of all fees collected in or expended from each service area. The records of the account into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours. The city may assess fees for copying services in accordance with the resolution governing public information.

(e) The Director of Administrative Services shall maintain and keep adequate financial records for said accounts which shall show the source and disbursement of all funds placed in or expended by such accounts.

Sec. 25-124. Use of proceeds of impact fee accounts.

The impact fees collected for each service area pursuant to this article may be used to finance or to recoup the costs of any capital improvements or facilities expansions identified in the applicable impact fee capital improvements plan for the service area, including the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees and expert witness fees), and the fees actually paid or

contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the impact fee capital improvements plan who is not an employee of the political subdivision. Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the city to finance such capital improvements or facilities expansions.

Sec. 25-125. Refunds.

(a) Any impact fee or portion thereof collected pursuant to this article, which has not been expended within the service area within ten (10) years from the date of payment, shall be refunded, upon application, to the record owner of the property at the time the refund is paid; or if the impact fee was paid by another governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Chapter 395, Texas Local Government Code, or any successor statute.

(b) An impact fee collected pursuant to this article shall be considered expended if the total expenditures for capital improvements or facilities expansions authorized in this section within the service area within ten (10) years following the date of payment exceeds the total fees collected for such improvements or expansions during such period. An impact fee shall be considered expended on a first-in, first-out basis.

(c) If a refund is due pursuant to subsections (a) and (b), the city shall prorate the same by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the service area for the period to determine the refund due per service unit. The refund to the record owner shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

(d) Upon completion of all the capital improvements or facilities expansions identified in the impact fee capital improvements plan for the service area, the city shall recalculate the maximum impact fee per service unit using the actual costs for the improvements or expansions. If the maximum impact fee per service unit based on actual cost is less than the impact fee per service unit paid, the city shall refund the difference, if such difference exceeds the impact fee paid by more than ten (10) percent. The refund to the record owner shall be calculated by multiplying such difference by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

(e) If the building permit for a new development for which an impact fee has been paid has expired, and a modified or new application has not been filed within six (6) months of such expiration, the city shall, upon written application, refund the amount of the impact fee to the applicant.

Sec. 25-126. Updates to plan and revision of fees.

(a) The city shall update its land use and impact fees capital improvements plans, and shall recalculate its impact fees in accordance with the procedures set out in Local Government Code, Ch. 395, or in any successor statute.

(b) The city may amend by resolution the equivalency table in the impact fee capital improvements plan, which establishes the ratio of service units to various types of land uses, at

any time prior to the update provided for in subsection (a); provided, however, that the number of service units associated with a particular land use shall not be increased, unless such change is made in conjunction with amendments to the impact fee capital improvements plan at the time of the update.

Sec. 25-127. Agreement for capital improvements.

An owner of a new development may construct or finance a capital improvement or facility expansion designated in the impact fee capital improvements plan, if required or authorized by the city, by entering into an agreement with the city prior to the issuance of any building permit for the development. The agreement shall be on a form approved by the city and shall identify the estimated cost of the improvement or expansion, the schedule for initiation and completion of the improvement or expansion, a requirement that the improvement be designed and completed to city standards and such other terms and conditions as deemed necessary by the city.

Sec. 25-128. Relief procedures.

(a) Any person who has paid an impact fee, or an owner of land upon which an impact fee has been paid, may petition the City Council to determine whether any duty required by this article has not been performed within the time so prescribed. The petition shall be in writing and shall state the nature of the unperformed duty and request that the act be performed within sixty (60) days of the request. If the City Council determines that the duty is required pursuant to the article and is late in being performed, it shall cause the duty to commence with sixty (60) days of the date of the request and to continue until completion.

(b) Upon written request by the property owner or applicant, the City Council may reduce or waive the amount of the impact fees imposed by this article, following a public hearing, only upon finding that the imposition of such fees, together with any dedication or construction of capital improvements required as a condition of development approval, is disproportionate to the nature and extent of the new development proposed.

- (1) The appellant must file a notice of appeal with the City Secretary within thirty (30) days following the administrative decision of the impact fee due. If the notice of appeal is accompanied by a bond or other sufficient surety satisfactory to the City Attorney in an amount equal to the original determination of the impact fee due, the development application may be processed while the appeal is pending. The appeal under this provision may be combined with an appeal of a construction requirement imposed by the city's subdivision regulations.
- (2) The notice of appeal shall allege that the requirement(s) is not roughly proportional to the nature and extent of the development being proposed. Thereafter, the appellant shall provide a study, including the following information, to support his claim:
 - a. Total number of service units attributable to the development, utilizing average trip length and equivalency tables provided by the city. Service units also shall be estimated for each proposed or planned use in the original or revised preliminary plat of which the development is a part.
 - b. Appraised value of the land required to be dedicated, if any, for non-site related facilities.

- c. Value of construction, if any, for non-site related facilities, less any proposed participation or contribution by the city.
 - d. Total estimated impact fees due for the development, utilizing Schedule 2 of the impact fees article then in effect, together with impact fees due for each proposed or planned use in the original or revised preliminary plat of which the development is a part. Estimated impact fees shall be discounted by any available offsets.
- (3) The City Council shall hear the appeal and determine whether requirements imposed by the subdivision regulations, or under the impact fees article, or the combination of requirements, is roughly proportional to the nature and extent of the development proposed, in reaching such determination, the Council shall take into account the information in the study supplied by the appellant, the total costs to the city for all development associated with the original or revised preliminary plat of which the proposed development is a part, and the extent to which requirements imposed by the city benefit the proposed development.
- (4) Following such determination, the City Council shall affirm or modify the requirement(s) imposed. The Council may take any of the following actions if it finds that the requirement(s) is not roughly proportional to the development being proposed.
- a. Waive in whole or in part any construction requirement of a non-sited related facility; or
 - b. Direct that the city participate in the costs of acquiring or constructing such facility pursuant to standard participation policies.
- (c) If the City Council grants a waiver to the amount of the impact fee due for a new development other than pursuant to subsection (b), it shall cause to be appropriated from other city funds the amount of the reduction in the impact fee to the account for the service area in which the property is located.

**SCHEDULE 2
CITY OF ALVIN IMPACT FEES
ADOPTED SCHEDULE OF IMPACT FEES**

EFFECTIVE DATES: JANUARY 20, 2005 TO JUNE 30, 2006

Meter Size (inches)	Recommended Water Impact Fee	Recommended Wastewater Impact Fee	Total Recommended Impact Fees
5/8 or 3/4	\$750	\$500	\$1,250
1	\$1,253	\$835	\$2,088
1 ½	\$2,498	\$1,665	\$4,163
2	\$3,998	\$2,665	\$6,663
3	\$7,500	\$5,000	\$12,500
4	\$12,503	\$8,335	\$20,838
6	\$24,998	\$16,665	\$41,663
8	\$39,998	\$26,665	\$66,663
10	\$57,503	\$38,335	\$95,838

**SCHEDULE 2A
CITY OF ALVIN IMPACT FEES
ADOPTED SCHEDULE OF IMPACT FEES**

EFFECTIVE DATES: JULY 1, 2006 TO JUNE 30, 2007

Meter Size (inches)	Recommended Water Impact Fee	Recommended Wastewater Impact Fee	Total Recommended Impact Fees
5/8 or 3/4	\$1,080	\$720	\$1,800
1	\$1,805	\$1,202	\$3,007
1 ½	\$3,597	\$2,398	\$5,995
2	\$5,757	\$3,838	\$9,595
3	\$10,800	\$7,200	\$18,000
4	\$18,005	\$12,002	\$30,007
6	\$35,997	\$23,998	\$59,995
8	\$57,597	\$38,398	\$95,995
10	\$84,806	\$55,202	\$138,007

**SCHEDULE 2B
CITY OF ALVIN IMPACT FEES
ADOPTED SCHEDULE OF IMPACT FEES**

EFFECTIVE DATES: JULY 1, 2007 TO OCTOBER 31, 2013

Meter Size (inches)	Recommended Water Impact Fee	Recommended Wastewater Impact Fee	Total Recommended Impact Fees
5/8 or 3/4	\$1,440	\$960	\$2,400
1	\$2,406	\$1,603	\$4,009
1 1/2	\$4,696	\$3,197	\$7,993
2	\$7,676	\$5,117	\$12,793
3	\$14,400	\$9,600	\$24,000
4	\$24,006	\$16,003	\$40,009
6	\$47,996	\$31,997	\$79,993
8	\$76,796	\$51,197	\$127,993
10	\$110,405	\$73,602	\$184,007

**SCHEDULE 2C
CITY OF ALVIN IMPACT FEES
ADOPTED SCHEDULE OF IMPACT FEES**

EFFECTIVE DATES: NOVEMBER 1, 2013 TO OCTOBER 31, 2018

Meter Size (inches)	Recommended Water Impact Fee	Recommended Wastewater Impact Fee	Total Recommended Impact Fees
5/8 or 3/4	\$1,000	\$1,500	\$2,500
1	\$1,670	\$2,505	\$4,175
1 1/2	\$3,330	\$4,995	\$8,325
2	\$5,330	\$7,995	\$13,325
3	\$10,000	\$15,000	\$25,000
4	\$16,670	\$25,005	\$41,675
6	\$33,330	\$49,995	\$83,325
8	\$53,330	\$79,995	\$133,325
10	\$76,670	\$115,005	\$191,675

**SCHEDULE 2D
CITY OF ALVIN IMPACT FEES
ADOPTED SCHEDULE OF IMPACT FEES**

EFFECTIVE DATES: NOVEMBER 1, 2018 TO FEBRUARY 28, 2023

Meter Size (inches)	Recommended Water Impact Fee	Recommended Wastewater Impact Fee	Total Recommended Impact Fees
5/8 or 3/4	\$1,700	\$2,650	\$4,350
1	\$2,839	\$4,425	\$7,264
1 1/2	\$5,661	\$8,824	\$14,485
2	\$9,061	\$14,124	\$23,185
3	\$18,139	\$28,275	\$46,414
4	\$28,339	\$44,175	\$72,514
6	\$56,661	\$88,324	\$144,985
8	\$90,661	\$141,324	\$231,985
10	\$130,339	\$203,175	\$333,514
12	\$300,339	\$468,175	\$768,514

**SCHEDULE 2E
CITY OF ALVIN IMPACT FEES
ADOPTED SCHEDULE OF IMPACT FEES**

EFFECTIVE DATES: MARCH 1, 2023 UNTIL FURTHER NOTICE

Meter Size (inches)	Recommended Water Impact Fee	Recommended Wastewater Impact Fee	Total Recommended Impact Fees
5/8 or 3/4	\$1,960	\$7,240	\$9,200
1	\$3,273	\$12,091	\$15,364
1 1/2	\$6,527	\$24,109	\$30,636
2	\$10,447	\$38,589	\$49,036
3	\$20,913	\$77,251	\$98,164
4	\$32,673	\$120,691	\$153,364
6	\$65,327	\$241,309	\$306,636

8	\$104,527	\$386,109	\$490,636
10	\$150,273	\$555,091	\$705,364
12	\$346,273	\$1,279,091	\$1,625,364

Secs. 25-129 - 25-139. - Reserved.

Section 4. Repealing Clause. All provisions of the ordinances of the City of Alvin in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Alvin, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 5. Severability. If any section, article, phrase, paragraph, sentence, clause, phrase or word shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this Ordinance, which shall remain in full force and effect, and to this end, the provisions of this Ordinance are declared severable.

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

PASSED AND APPROVED on first and final reading on the _____ day of February 2023.

CITY OF ALVIN, TEXAS:

ATTEST:

By: _____
Paul A. Horn, Mayor

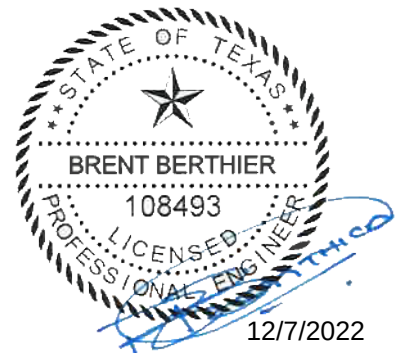
By: _____
Dixie Roberts, City Secretary

WATER AND WASTEWATER IMPACT FEE STUDY 2022 UPDATE



CITY OF ALVIN

DECEMBER, 2022



Adico Consulting Engineers, LLC
TBPE Firm # F-13872
2114 El Dorado Blvd., Ste. 400
Friendswood, TX 77546

**WATER AND WASTEWATER IMPACT FEE STUDY UPDATE
CITY OF ALVIN**

NOVEMBER 2022

ADVISORY COMMITTEE

Abrin Brooks– Chair

Ashley Davis – Vice Chair

Santos Garza – Secretary

John Burkey

Scott Loy

Roger Stuksa

Samuel Washington

STAFF

Junru Roland– City Manager

Michelle Segovia, P.E. – City Engineer

Brandon Moody –Director of Public Services

Suzanne Hanneman – City Attorney

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1. INTRODUCTION

1.1 HISTORY

The City of Alvin first adopted Impact Fees and the supporting Land Use Assumptions (LUA) and Capital Improvements Plan (CIP) in 2005. Since the initial adoption, Impact Fees have been amended and reviewed to reflect the City's progress on the CIP, appropriateness of initial LUA, and the Impact Fee collections and implementation. The first update was completed by JET Civil Consulting, LLC IN 2013 and the second update was prepared by ARKK Engineers, LLC in 2018. This report forms the basis of the next scheduled update which is planned for 2023.

1.2 STATE LAW PERTAINING TO IMPACT FEES

Impact Fees are charged by the City of Alvin for each new connection to the City's water and/or wastewater system. Chapter 395 of the Texas Local Government Code prescribes the required process for cities to follow for adoption, amendment, and update of Impact Fees charged.

Updates are performed on a five-year cycle. The update process requires engaging a Registered Professional Engineering firm to prepare the aforementioned documents and calculations. The results are then presented to an Advisory Committee appointed by the City Council to review and recommend adoption of land use assumptions, population projections, proposed CIP projects, and the amount of the Impact Fees to be considered and adopted by the City.

The advisory Committee is required to comprise of five or more members, of which 40 percent (40%) or more are representatives of the real estate, development, or building industries, who are not employees or officials of the City. Further, the City's Planning Commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry.

The City has elected to utilize the City of Alvin Planning Commission as its Advisory Committee. The City's Planning Commission currently has a member from the real estate industry, as required by the legislation, to fulfill this requirement.

For purpose of this update, it is recommended that the City adopt a **ten year** planning period from 2022-2032 and consider factors affecting growth rates, intensity of development, known major development projects, and projections by local and state agencies to guide the land use assumptions and resulting CIP. Included in this update study is a review of the growth trend during the previous planning period, projects implemented from the CIP, and the actual cost of water and wastewater projects.

The City adopted a Water and Wastewater Master Plan prepared by Freese and Nichols, Inc. (FNI) in 2016 which provided the basis for the 2018 update. Recently the City contracted with FNI for the update of the Wastewater portion of the Master Plan and results of this study are incorporated into this Impact Fee Study Update.

2. SERVICE AREA

The original land use assumptions (LUA) adopted in 2005 utilized a service area defined as a Regional Area Zone (RAZ) as provided by the Houston Galveston Area Council (HGAC). The RAZ boundaries were very similar to the City Limits. Since the 2013 Update study, the service area has been adjusted to reflect the existing City Limit line.

The proposed service area is shown on **FIGURE 2.1**. This service area has been adjusted since the 2018 Update to reflect areas that have been annexed by the City. This map is consistent with Figure 1-1 of the 2022 FNI Master Plan with the exclusion of Martha's Vineyard; (yellow hatched area); a development that is served outside of the City Limits.

The City of Alvin currently only issues building permits for areas within their city limits. Any areas in the service area that are not within the City Limits have not been assessed for impact fees during the previous period. Areas that are believed to be annexed in the next five-year period have been included in the proposed Service Area.

For this update, it is recommended that the City continue to define the Service Area as the City Limit Line, to be automatically updated upon annexation of areas without the need for an update to the Land Use Assumptions and Service Area maps.

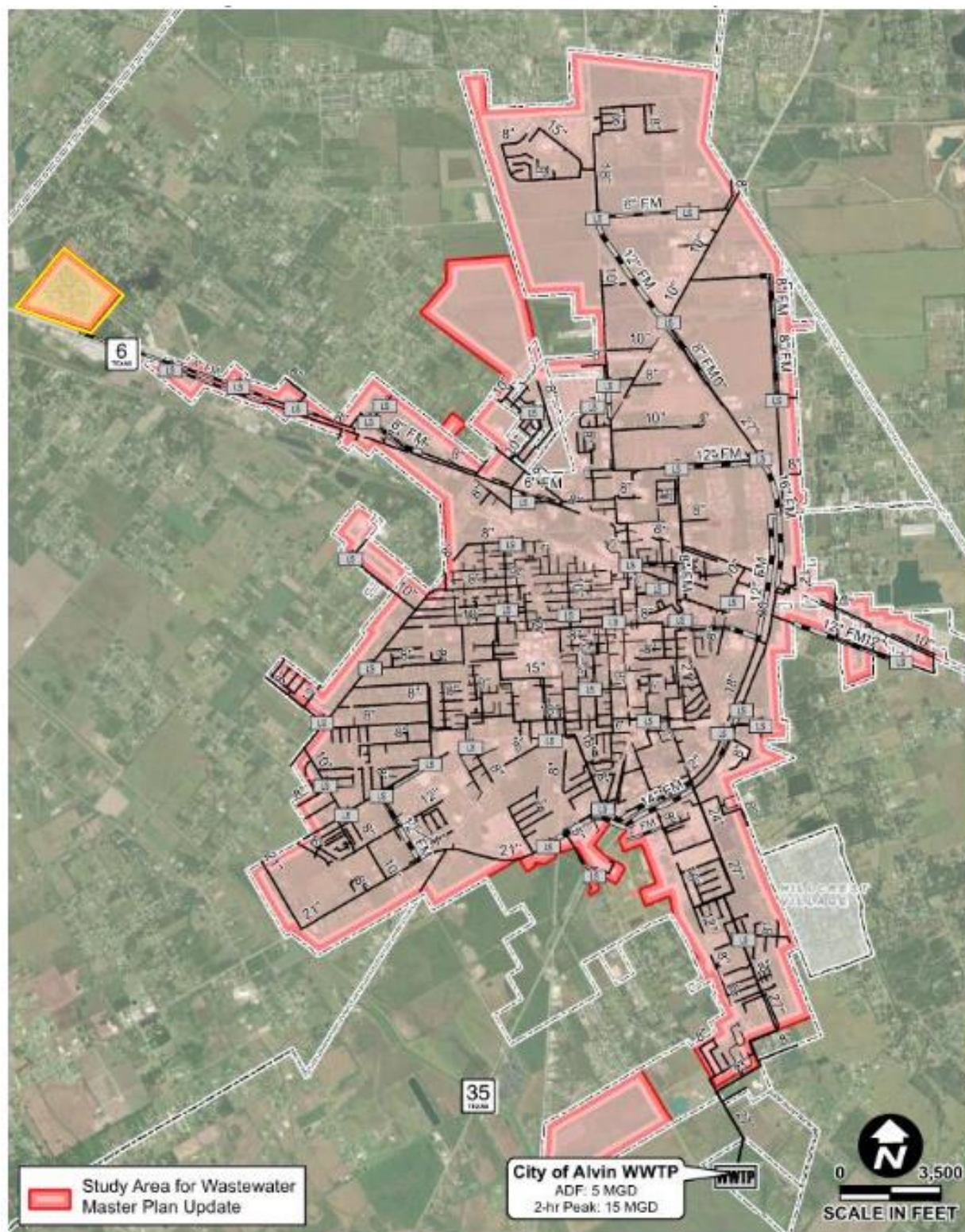


FIGURE 2.1: PROPOSED SERVICE AREA

3. LAND USE ASSUMPTIONS AND POPULATION PROJECTIONS

The purpose of the Land Use Assumptions is to provide the basis for provision and requirement for projects to support new development in the Service Area and to project the number of equivalent service units (ESU) to fairly allocate the resulting costs through the assessment of Impact Fees. For the purposes of this report the terms equivalent meter and equivalent service unit will be used interchangeably.

The following factors were considered in the initially adopted Land Use Assumptions and have been reviewed as part of this update process:

- a. The character, type, density and quantity of existing development.
- b. Proposed land use.
- c. The Water and Wastewater Master Plan Update (2022 Freese & Nichols).
- d. Availability of land for future development.
- e. Current growth trends in the City.
- f. Location and configuration of vacant land.
- g. Employment and population absorption rates.
- h. Physical holding capacity of the City.
- i. Known or anticipated development projects.

In addition, this update has considered the following:

- a. Actual growth rates for the previous period.
- b. Recent annexations.

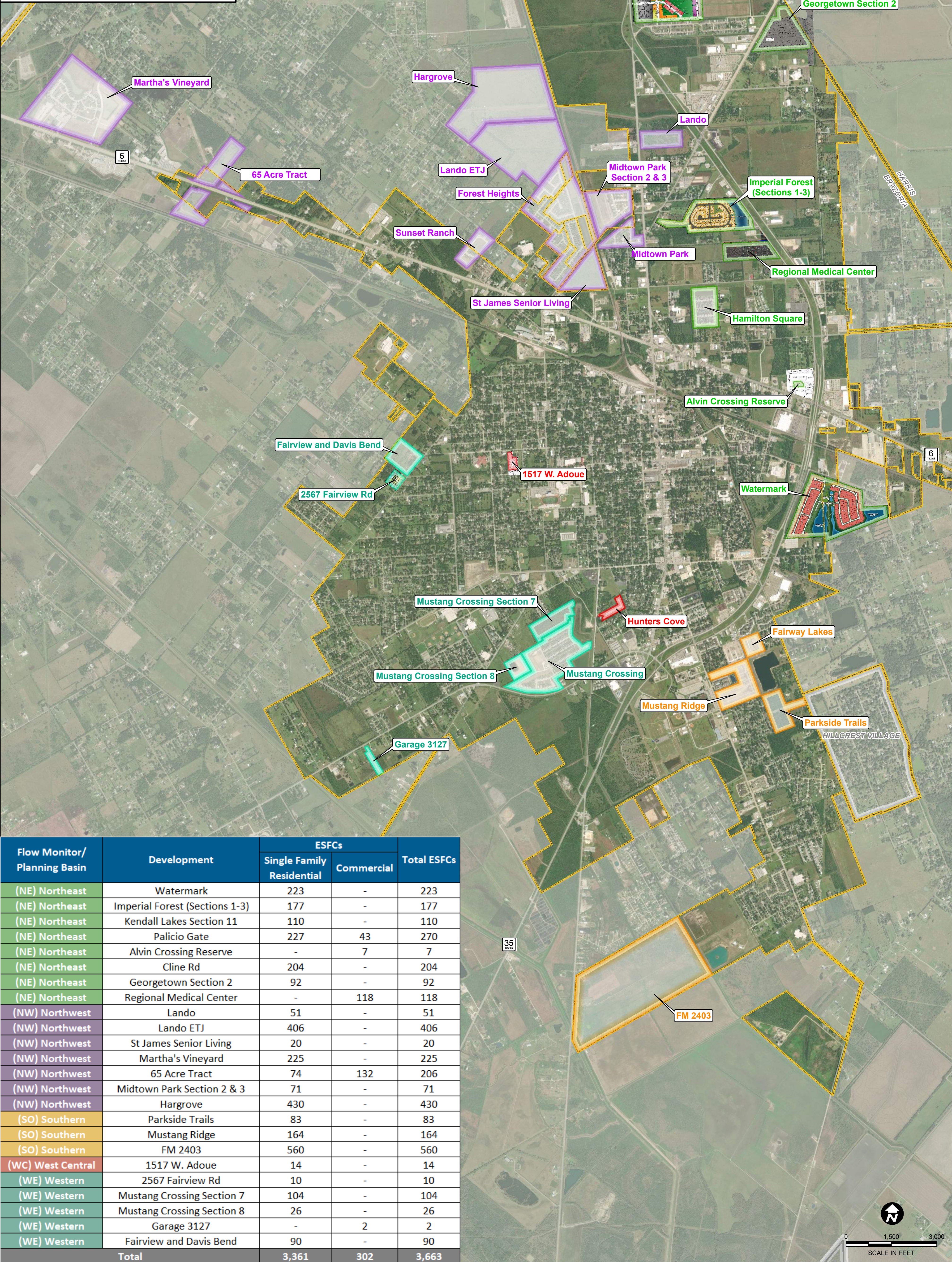
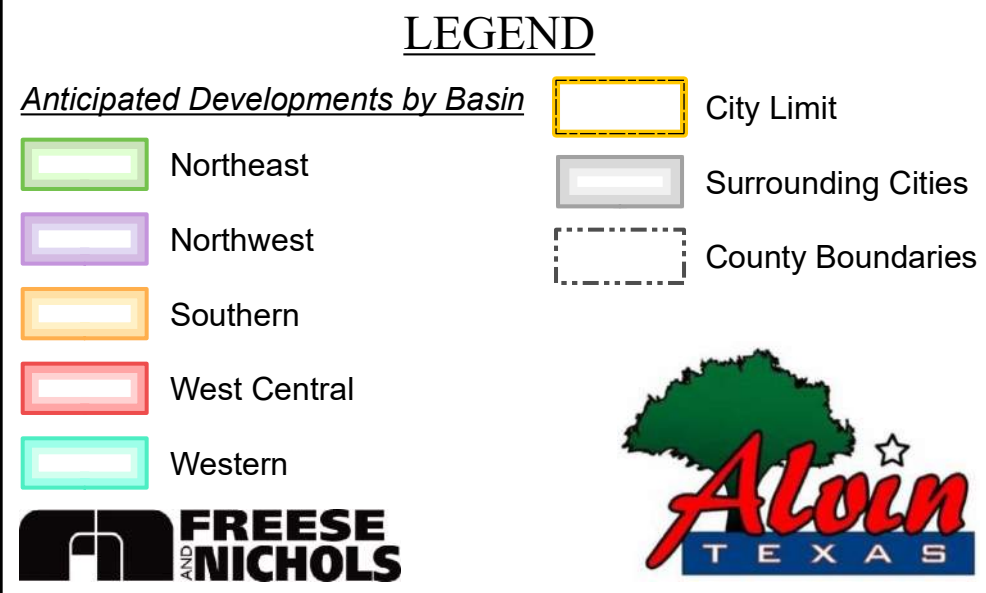
Many new developments were in the planning phases; several projects were completed, and some had initial phases started. The following is a list of the major projects started and in planning stages:

- a. Kendall Lakes
- b. Mustang Crossing
- c. Martha's Vineyard (Yellow highlighted area, served outside City Limits)
- d. Midtown Park
- e. Sunset Ranch
- f. Imperial Forest
- g. Watermark
- h. Bayou Point
- i. Mustang Ridge
- j. Fairway Lakes
- k. Palicio Gate
- l. Cline Road
- m. Lando
- n. Saint James Senior Living
- o. Hargrove

p. Parkside Trails

These developments are shown in **FIGURE 3.1**. Several large properties were previously annexed by the City of Alvin that are situated west of the City in the vicinity of State Highway 288 and F.M. 1462. Several are undeveloped and do not have utility service. One property, Savannah Plantation, has most infrastructure completed with its own water and sanitary sewer system. There are no immediate plans to incorporate these areas into the City's current water or sewer systems, and thus are not included in the Impact Fee Service Area.

FIGURE 3.1
CITY OF ALVIN
LAND USE PLAN



Flow Monitor/ Planning Basin	Development	ESFCs		Total ESFCs
		Single Family Residential	Commercial	
(NE) Northeast	Watermark	223	-	223
(NE) Northeast	Imperial Forest (Sections 1-3)	177	-	177
(NE) Northeast	Kendall Lakes Section 11	110	-	110
(NE) Northeast	Palicio Gate	227	43	270
(NE) Northeast	Alvin Crossing Reserve	-	7	7
(NE) Northeast	Cline Rd	204	-	204
(NE) Northeast	Georgetown Section 2	92	-	92
(NE) Northeast	Regional Medical Center	-	118	118
(NW) Northwest	Lando	51	-	51
(NW) Northwest	Lando ETJ	406	-	406
(NW) Northwest	St James Senior Living	20	-	20
(NW) Northwest	Martha's Vineyard	225	-	225
(NW) Northwest	65 Acre Tract	74	132	206
(NW) Northwest	Midtown Park Section 2 & 3	71	-	71
(NW) Northwest	Hargrove	430	-	430
(SO) Southern	Parkside Trails	83	-	83
(SO) Southern	Mustang Ridge	164	-	164
(SO) Southern	FM 2403	560	-	560
(WC) West Central	1517 W. Adoue	14	-	14
(WE) Western	2567 Fairview Rd	10	-	10
(WE) Western	Mustang Crossing Section 7	104	-	104
(WE) Western	Mustang Crossing Section 8	26	-	26
(WE) Western	Garage 3127	-	2	2
(WE) Western	Fairview and Davis Bend	90	-	90
Total		3,361	302	3,663

3.1 BASE DATA

The data developed for the original Land Use Assumptions was based on US Census data and HGAC planning resources and provided results. Updated data was obtained from the US Census data for the 2022 Wastewater Master Plan Update document as shown in the following **TABLE 3.1**:

TABLE 3.1 – POPULATION DATA

YEAR	2000	2010	2020	2022	2027	2032	2042 (Projected)
POPULATION	21,413	24,828	27,098	27,687	32,307	36,928	41,141
CONNECTIONS	8,430	10,313	10,944	11,102	12,933	14,765	16,458

Since the original LUA were adopted, the 2010 and 2020 Census was completed and reflected that the City of Alvin had a population of 24,828 and 27,098, respectively. Starting in year 2022, population projection data is sourced from the Freese & Nichols, Inc. (FNI) Wastewater Master Plan update. In this way, the Impact Fee Update Study is consistent with the Wastewater Master Plan Study. This study determined projected growth based on proposed developments throughout the City with an assumption that full development will take place during the 10 year planning period. Connections were determined starting at year 2022 based on the actual meter counts by size provided by the City and then converted to ESU.

TABLE 3.2 on the following page shows population projections for the 10-year planning period for this study.

TABLE 3.2 – POPULATION PROJECTIONS

YEAR	POPULATION	APPROXIMATE CONNECTIONS	NOTES
2020	27,098	10,944	Census Data for City Limits Connections at 2.5 persons/conn.
2021	27,392	10,957	Prorated
2022	27,687	11,102	Actual ESFC from City Meter Report
2023	28,611	11,468	Prorated
2024	29,535	11,834	Prorated
2025	30,459	12,201	Prorated
2026	31,383	12,566	Prorated
2027	32,307	12,933	From FNI Master Plan
2028	33,231	13,299	Prorated
2029	34,155	13,665	Prorated
2030	35,079	14,031	Prorated
2031	36,004	14,397	Prorated
2032	36,928	14,765	From FNI Master Plan
2042	41,141	16,458	20 Year Projected per FNI Master Plan

The following **TABLE 3.3** provides the housing starts and resulting estimated population increases for the past 5 years.

TABLE 3.3 – PREVIOUS PERIOD HOUSING STARTS

YEAR	HOUSING STARTS	ESTIMATED POPULATION (Projected from 2018 Update)	PERCENT INCREASE IN HOUSING STARTS
2018	131	28,167	1.2%
2019	216	28,707	1.9%
2020	284	29,417	2.5%
2021	337	30,259	2.9%
2022	154 (first 8 months, 205 projected)	30,772	1.7%
5-YEAR Average			2.0%

3.2 TWENTY YEAR GROWTH ASSUMPTIONS

The original Land Use Assumptions projected a growth rate going forward for the 20-year planning period (2005-2014) of 4%. Due to the economic downturn beginning shortly after the original adoption, lower growth rates were actually experienced through year 2013.

Since the 2013 and 2018 updates, the housing market has picked up significantly in the City of Alvin and the Greater Houston area. This trend is continuing and based on projected new developments, will increase in this planning period.

The current rate of growth in terms of ESU for the City is averaging around 191 new ESU's per calendar year from 2017-2021 as evidenced by the impact fees collected since 2017(Beginning 2018 average impact fee amounts increased based on updated fee amount. Not all meters were charged new fee amount based on assessment date). **TABLE 3.4** shows the impact fees collected and the equivalent ESU per year. This is based on the permit reports obtained from the City for the period 2017 to 2022.

TABLE 3.4 – EQUIVALENT SERVICE UNITS PER YEAR

CALENDAR YEAR	IMPACT FEE	TOTAL IMPACT FEES COLLECTED	EQUIVALENT SERVICE UNITS
2017	\$2,500.00	\$449,970.00	180
2018	\$2,500.00	\$314,500.00	126
2019	\$2,865.00	\$530,185.00	185
2020	\$3,005.00	\$712,404.00	237
2021	\$4,175.00	\$1,277,610.00	306
2022 (8/17/2022)	\$4,275.00	\$474,459.00	111

With the current total connections in the system expressed in ESU's of approximately 11,102, the annual growth rates in terms of ESU was **2.1%** for the period 2017-2022. It is recommended that for the 2022 update of the LUA's the City adopt a growth rate of **3.3% per year** in ESU to the water and wastewater system. This growth rate increase is due to projected development that the City is now experiencing. This growth rate is also consistent with the Freese & Nichols Water and Wastewater Master Plan study.

3.3 ULTIMATE POPULATION PROJECTIONS

The original Land Use Assumptions adopted in 2005 provided a build-out or ultimate holding capacity of the City as established in the City's Comprehensive Plan. Primary factors considered were existing development patterns, proposed land uses, and available land. This ultimate build-out population was estimated at 58,600 persons.

Between 2005 and the 2018 update, approximately 420 acres of new land had been annexed into the City resulting in an increase of this ultimate population to approximately 60,000 based on a density similar to that of the existing City prior to these annexations. Since the 2018 update, an additional approximately 258 acres have been annexed into the City increasing the ultimate population to nearly 61,000 persons.

3.4 LAND USE ASSUMPTIONS SUMMARY

The updated land use assumptions are summarized as follows:

- The estimated 2022 population is 27,687 and the estimated 2032 population is 36,928.
- The projected growth rate for the 10-year planning period (2022-2032) for purposes of this update report is 3.3 percent.
- The ultimate population is estimated to be approximately 61,000.
- Based on the 3.3% growth rate, the following table summarizes population increase, total population and resulting increase in ESU for the 10-year planning period.
- Total new ESU for the 10-year planning period equals **3,663**.
- The following **TABLE 3.5** shows growth by year based on 3.3% rate.

TABLE 3.5 – POPULATION PROJECTION SUMMARY

YEAR	CONNECTIONS (3.3% GROWTH for 2022-2032)	POPULATION
2022	11,102	27,687
2032	14,765	36,928
2042	16,458	41,141
Ultimate	25,532	61,000

4. CAPITAL IMPROVEMENT PLAN

The Impact Fee Capital Improvement Plan (CIP) includes projects anticipated to serve growth in the City based on a growth rate of 3.3%, which is consistent with the 2022 Wastewater Master Plan study.

4.1 ELIGIBLE FACILITIES

The impact fee legislation allows those projects necessitated by growth during the planning period to be included in the impact fee calculation. Projects included in the CIP include wastewater treatment facility expansions, sanitary sewer lift stations, sanitary sewer collection systems, water distribution systems, water wells, water storage tanks, water production and treatment facilities.

The original planned projects including projects dating as far back as 2005 are shown on **TABLE 4.1** with original and final costs and status of completion. Many of the projects were implemented and many were not warranted due to the reduced rate of growth during the 2009-2013 economic slowdown. The projects shown in **TABLE 4.1** originated from the Water and Wastewater Master Plan prepared by Carter and Burgess, Inc. in 2001.

There was \$750,000 included in both the wastewater and water project lists for developer assistance in the event that lines or facilities were required to be upsized to serve future development. These funds have not been utilized and will not be included in the CIP for the next planning period. Six (6) lift stations were identified in the original CIP of which only 2 were warranted due to increased flows. The remaining projects are specifically related to rehabilitation and will be removed from the CIP for Impact Fees.

4.2 EXISTING WASTEWATER SYSTEM

The original CIP for Impact Fees adopted in 2005 inventoried the wastewater facilities that existed in the City at that time. The collection system consisted of 506,745 linear feet of gravity sanitary sewer pipe with diameters ranging from 6 to 33 inches consisting of vitrified clay, PVC, RCP, and ductile iron pipe. There were approximately 2,250 sanitary sewer manholes in the system according to the report at that time. Wastewater treatment facility expansions that have occurred since 2005 include the following:

a. 2005 – 2013 Period

- Barrell Road Sanitary Sewer: 2800 feet – 18" gravity main
- Recreation Center Area Utilities- 415 feet of 12" gravity main and 880 feet of 6" force main
- LS 23 upgrade and FM Diversion
- WWTP Optimization Phase 1

- b. 2013 – 2018 Period
 - Impact Fee Study Update 2013
 - Wastewater Utility Master Plan
 - Lift Station Survey
- c. 2018-2023 Period
 - Impact Fee Study Update 2018
 - Lift Station 30 Expansion
 - 54" Eastside Interceptor
 - WWTP Optimization Phase 2
 - Nelson Elementary Lift Station

4.3 EXISTING WATER DISTRIBUTION SYSTEM

The City's water system was also inventoried with the 2005 report which listed only production, storage, and pumping facilities. The system at that time consisted of one pressure plane including five (5) water wells, three (3) booster pump stations, six (6) ground storage tanks, and two (2) elevated tanks.

The lengths of water mains and appurtenances within the City's water distribution system were not reported in 2005. In 2013, the City had approximately 145 miles of water mains with 975 fire hydrants and approximately 2600 valves.

New facilities added to the water system since the 2005 report include the following:

1. 2005 – 2013 Period
 - a. Northside Elevated Storage Tank
 - b. Recreation Area Utilities- 900 feet of 10" inch water mains and 7 fire hydrants
2. 2013 – 2018 Period
 - a. Impact Fee Study Update 2013
 - b. Water Utility Master Plan
 - c. Dyche Lane Elevated Water Storage Tank
3. 2018 – 2023 Period
 - a. Water Line Improvements Phase I
 - b. Water Line Improvements Phase II
 - c. Southpark Utility Improvements
 - d. Emergency Generators at Water Plants #6 and #8
 - e. Water Plant #6 Tank Replacement
 - f. Fairway Drive and South Street Water Line Improvements

4.4 CAPITAL IMPROVEMENT CATEGORIES

Capital Improvement Projects are separated into three categories:

- **Category A**- Expansion of Systems to Currently Unserved Areas
- **Category B** - Upgrading Existing System for Future Flows
- **Category C** - Additions to Existing System for Future Flows

Category A projects are determined to be 100% related to growth, and the costs for these projects are therefore totally eligible for reimbursement by impact fees.

Categories B and C include projects that are to be partially funded with impact fees and partially from other funding sources.

Category B project costs that are eligible for impact fees are determined by subtracting the capacity of the existing facility to be expanded and only applying the percentage of the cost for the increase.

Category C projects are system additions such as new tanks and plant expansions that would serve future growth in areas that currently have service.

The CIP Plan Summary from the 2005 report is included on the following **TABLE 4.1**:

TABLE 4.1 – ORIGINAL (2005) CAPITAL IMPROVEMENT PLAN SUMMARY

CIP PROJECT	YEAR	COST	GROWTH ALLOCATION, %	COST RELATED TO GROWTH
WASTEWATER PROJECTS				
CATEGORY A PROJECTS				
Barrell Road Sanitary Sewer	2007	\$212,000	100%	\$212,000
Recreation Center Area Utilities	2005	\$287,000	100%	\$287,000
FM517 Sanitary Sewer Extension	2013	\$108,000	100%	\$108,000
Bypass 35 Sanitary Services	2014	\$151,000	100%	\$151,000
Developer Assistance for WW	Yearly	\$750,000	100%	\$750,000
CATEGORY B PROJECTS				
Interceptor Diversion at LS17	2005	\$54,000	100%	\$54,000
LS 23 upgrade & FM Diversion	2006	\$240,000	100%	\$240,000
LS 11 Replacement	2006	\$135,000	100%	\$135,000
LS 15 Upgrade	2009	\$18,000	20%	\$3,600
LS 16 Upgrade	2009	\$25,000	50%	\$12,500
LS 21 Upgrade	2009	\$23,000	50%	\$11,500
LS 22 Upgrade	2009	\$19,000	20%	\$3,800
Rowan-Burton WW Upgrade	2010	\$109,000	44%	\$47,960
Davis Bend Road WW Upgrade	2011	\$128,000	44%	\$56,320
FM528 WW Improvement	2012	\$203,000	70%	\$142,100
SH35 WW Improvement	2014	\$166,000	55%	\$91,300
CATEGORY C PROJECTS				
Westside Interceptor and FM	2006	\$3,200,000	100%	\$3,200,000
Herman Drive Sanitary Sewer	2008	\$109,000	100%	\$109,000
WWTP Optimization Ph. 1	2006	\$1,569,151	15%	\$235,373
WWTP Optimization Ph. 2	2007	\$1,169,136	15%	\$175,370
WATER PROJECTS				
CATEGORY A PROJECTS				
South SH 35 Area Waterlines	2008	\$435,000	100%	\$435,000
Barrell Road Waterline Loop	2006	\$430,000	100%	\$430,000
CR 424 Waterline	2010	\$663,000	100%	\$663,000
Recreation Center Waterline Extension	2005	\$125,000	100%	\$125,000
Chestnut Street	2011	\$241,000	100%	\$241,000
Developer Assistance for Water	Yearly	\$750,000	100%	\$750,000
CATEGORY B PROJECTS				
Durant Street 8" Waterline	2005	\$90,000	56%	\$50,400
Johnson Street Waterline	2008	\$85,500	58%	\$49,590
Davis Bend Road Waterline	2012	\$150,000	45%	\$67,500
CATEGORY C PROJECTS				
Northside Elevated Storage	2005	\$1,035,000	100%	\$1,035,000
Water Plant and Water Well #9	2006	\$1,215,000	100%	\$1,215,000
TOTALS		\$13,894,787		\$11,087,313

The eligible projects that have been constructed and funded with impact fees cost are as follows, as shown on **TABLE 4.2** below:

TABLE 4.2 – COMPLETED PROJECTS SUMMARY

CAPITAL IMPROVEMENT PROJECT	ACTUAL COST
WASTEWATER PROJECTS	
Barrell Road Sanitary Sewer	\$359,714
Recreation Center Area Utility Line	\$253,288
Lift Station 23 Upgrade and FM Diversion	\$166,066
Lift Station 11 Replacement	\$262,126
Wastewater Treatment Plant Optimization Ph. 1	\$2,506,500
TOTAL WASTEWATER	\$3,547,694
WATER PROJECTS	
Recreation Center Area Utility Line	\$57,502
Northside Elevated Storage Tank	\$1,734,166
Dyche Lane Elevated Storage Tank	\$1,783,726
TOTAL WATER	\$3,575,394

4.5 CAPITAL IMPROVEMENT PROJECTS FOR 2022 UPDATE

The projects eligible for Impact Fee consideration are shown on **FIGURE 4.1 and FIGURE 4.2 (Water), and FIGURE 4.3 (Wastewater)**.

These tables show both proposed future CIP improvements, and existing facilities that have excess capacity which can serve some or all of the projected growth during the study period. For the existing facilities, their design capacity was evaluated against existing demands and projected growth to determine the prorated value for growth during the study period. For wastewater, the final percentage was determined by taking the ratio of the increase in capacity to the total new capacity and then determining the amount of this capacity necessary for the projected growth within the 10-year planning period. For water, the percentages are obtained from the uncompleted projects from the 2018 report.

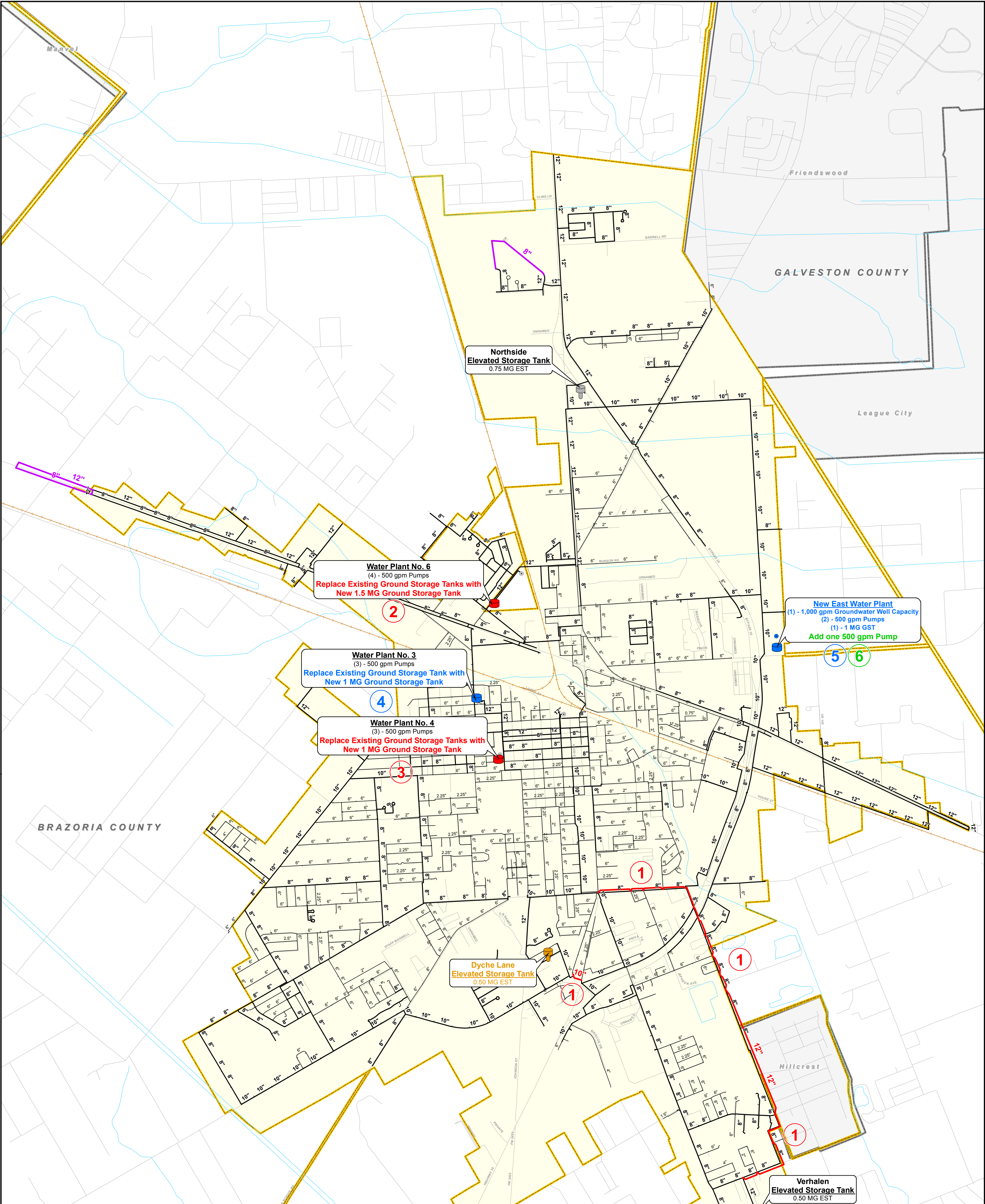


FIGURE 4.1

CITY OF ALVIN

PROPOSED WATER SYSTEM

CAPITAL IMPROVEMENTS PLAN

LEGEND

	2025 Water Well		6" and Smaller Water Line
	2020 Ground Storage Tank		8" and Larger Water Line
	2025 Ground Storage Tank		Road
	Under Design Elevated Storage Tank		Railroad
	Water Well		Stream
	Existing Ground Storage Tank		City Limit
	Existing Elevated Storage Tank		Surrounding City
			County Boundary

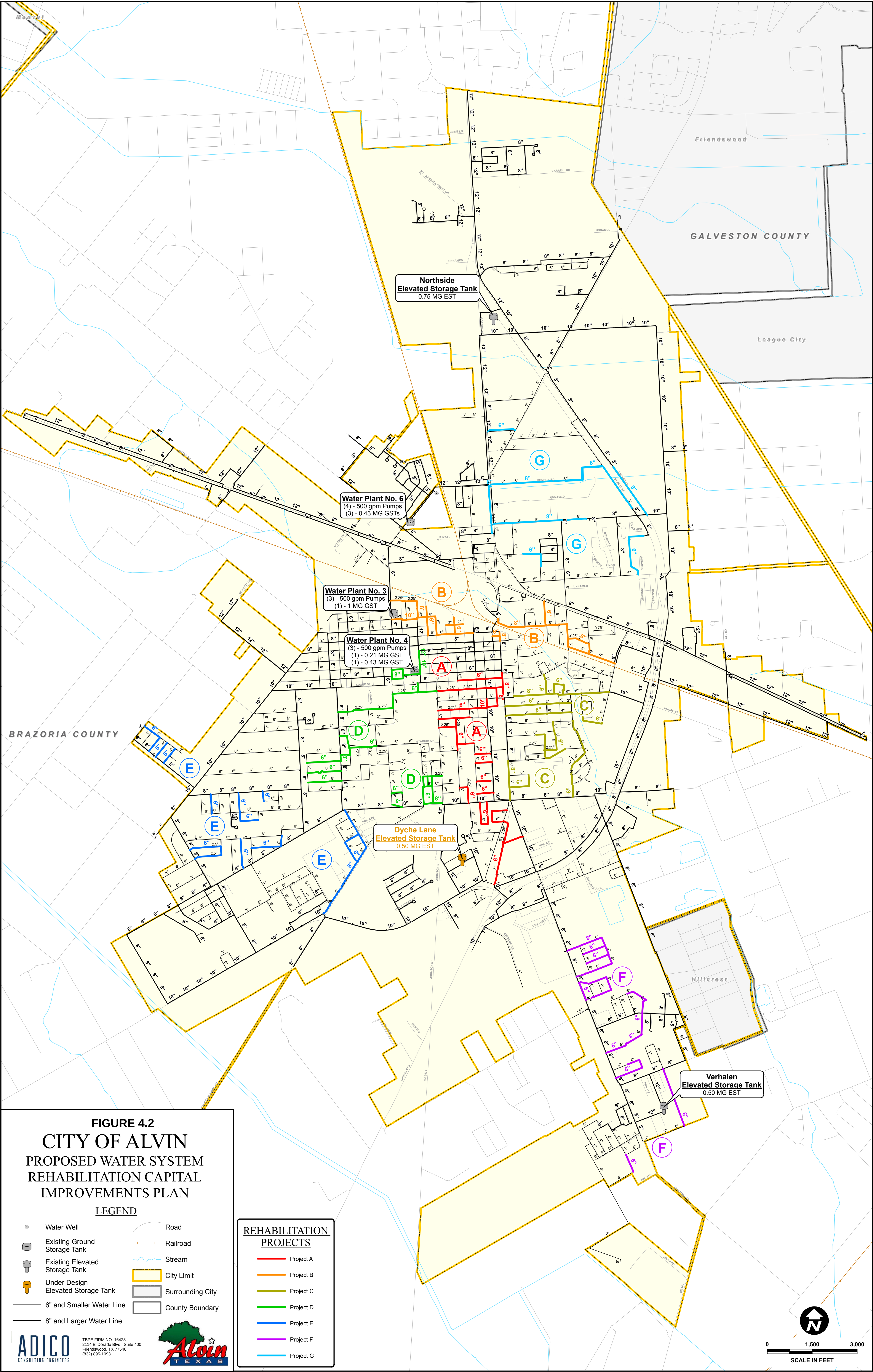
2020 Water Line Improvement

2035 Water Line Improvement

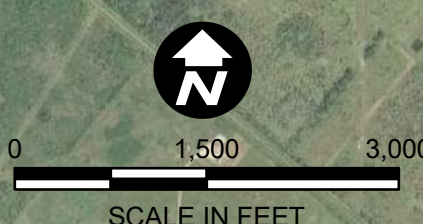
Development Water Line

ADICO
CONSULTING ENGINEERS

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Friendswood, TX 77546
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- ☐ A FY24 (WC-01A/B, CE-01, and EC-01 Basins)
- ☐ B FY25 (EC-01 and WE-01 Basins)
- ☐ C FY26 (WE-01, WC-01A/B, and CE-01, Basins)
- ☐ D FY27 (WC-01A/B, CE-01, and NE-01 Basins)
- ☐ E FY28 (NE-10 and NW-01 Basins)
- ☐ F FY29 (NW-01 Basin)



5. IMPACT FEE CALCULATION

This section will include determination of interest costs for the CIP, service unit equivalency and projections and the maximum impact fee amount. The capital improvement costs included in the impact fee calculation will be the portion of the previously identified CIP that is directly related to new growth. Some of the projects will include replacement of an existing facility with new capacity added that will be available for future growth. **TABLE 5.1 AND TABLE 5.2** show the proposed CIP Project Costs Summary, reflecting costs prorated for new development to be used in the impact fee calculation.

TABLE 5.1 – PROJECT COSTS SUMMARY - WATER

PROJECT NAME	PROJECT COST	PERCENT RELATED TO GROWTH	PROJECT COST APPLICABLE TO IMPACT FEES
Water Plant No. 4 Ground Storage Tank Replacement	\$ 4,685,100.00	36%	\$ 1,686,636.00
Water Plant No. 3 Ground Storage Tank Replacement	\$ 2,527,200.00	0%	\$ -
East Water Plant (GST, Pumps, Well 9)	\$ 6,364,800.00	100%	\$ 6,364,800.00
East Water Plant Pump Expansion	\$ 93,600.00	100%	\$ 93,600.00
Mustang Rd/ Stuart Rd Loop (WWTP Area)	\$ 1,799,865.00	100%	\$ 1,799,865.00
Water Line Improvements Phase 3 (C)	\$ 3,523,435.00	0%	\$ -
Water Line Improvements Phase 4 (D)	\$ 3,315,816.00	10%	\$ 331,582.00
Water Line Improvements Phase 5 (E)	\$ 2,810,600.00	10%	\$ 281,060.00
Water Line Improvements Phase 6 (F)	\$ 2,981,720.00	10%	\$ 298,172.00
Water Line Improvements Phase 7 (G)	\$ 3,582,020.00	10%	\$ 358,202.00
Fire Hydrant Connection Retrofitting (H)	\$ 457,470.00	0%	\$ -
TOTAL WATER	\$ 32,141,626.00		\$ 11,213,917.00

TABLE 5.2 – PROJECT COSTS SUMMARY - WASTEWATER

PROJECT NAME	PROJECT COST	PERCENT RELATED TO GROWTH	PROJECT COST APPLICABLE TO IMPACT FEES
5-YEAR PHASE			
2.5 MGD Expansion of WWTP (to 7.5 MGD): Final Design and Construction	\$ 69,515,000	48%	\$ 33,367,200.00
Lift Station 8 Improvement Phase 1: Construct New Lift Station 8 with 8.7 MGD Wet Well Capacity and 3.7 MGD Firm Pumping Capacity	\$ 4,135,600	44%	\$ 1,819,664.00
Lift Station 2 Rehabilitation/Consolidation Study	\$ 680,200	0%	\$ -
Lift Station 3 Rehabilitation and Expansion to 0.85 MGD	\$ 683,800	34%	\$ 232,492.00
Highway 6 Lift Station Consolidation Phase 1: New 1.3 MGD Lift Station 36 with New 8-inch force main, Consolidation of Lift Stations 35 and 38 via New 8-inch and 10-inch Gravity Lines, and New 18-inch Gravity Line along Highway 6	\$ 6,099,300	20%	\$ 1,219,860.00
Lift Station 33 Rehabilitation and Expansion to 2.65 MGD	\$ 1,990,800	35%	\$ 696,780.00
SCADA for WWTP and Key Collection System Lift Stations	\$ 2,373,600	0%	\$ -
Total 2022-2027	\$ 85,478,300		\$ 37,335,996.00
10-YEAR PHASE			
Lift Station 8 Improvements Phase 2: Expand Firm Pumping Capacity of Lift Station 8 to 8.7 MGD and Construct New 20-inch FM and 24-inch Gravity Consolidation Line	\$ 6,395,400	44%	\$ 2,813,976.00
Lift Station 5 Rehabilitation and Expansion to 0.86 MGD	\$ 689,600	17%	\$ 117,232.00
Lift Station 12 Consolidation and New 15-inch Gravity Line	\$ 1,070,900	14%	\$ 149,926.00
New 0.45 MGD Lift Station 27	\$ 670,800	41%	\$ 275,028.00
Lift Station 29 Rehabilitation and Expansion to 1.03 MGD	\$ 1,218,400	14%	\$ 170,576.00
Highway 6 Lift Station Consolidation Phase 2: New 12-inch gravity line and consolidation of Lift Stations 39 and 40	\$ 2,488,000	20%	\$ 497,600.00
Total 2028-2032	\$ 12,533,100		\$ 4,024,338.00
WASTEWATER TOTAL PROJECTS	\$ 98,011,400		\$ 41,360,334.00

The total project cost applicable to impact fees for both water and wastewater is approximately \$52,574,251.

5.1 FINANCE COSTS DETERMINATION

Costs incurred to support the debt service for the CIP list above are eligible for reimbursement in accordance with the Impact Fee Legislation. This update reflects an estimated interest rate of

2.5% per annum on bonds such as TWDB State Revolving Fund loans. On that basis, the total interest expense for the Impact Fee is shown in **TABLE 5.3**, below:

TABLE 5.3 – TOTAL INTEREST EXPENSE

	WATER	WASTEWATER
Project Cost	\$11,213,917.00	\$41,360,334.00
Interest Rate	2.50%	2.50%
Term (Years)	20	20
Total Interest	\$3,172,895.00	\$11,702,599.00
Total Eligible Cost w/ Interest	\$14,386,812.00	\$53,062,933.00

5.2 SERVICE UNIT DETERMINATION

The equivalent meter/ESU was selected in the 2005 report as the method to measure consumption by new growth for impact fee purposes. The water meter serves as the service unit for both water and wastewater impact fee calculations. The equivalent meter is defined as the unit equivalent to the hydraulic capacity of a ¾ inch meter.

The ¾ inch meter was selected because it represents the water meter size for an average single-family dwelling. Equivalency factors were provided for larger meter sizes as developed by the American Water Works Association. **TABLE 5.4** provides these equivalency factors.

TABLE 5.4 – EQUIVALENT METER FACTORS

METER SIZE (INCHES)	EQUIVALENCY FACTOR
5/8 OR 3/4	1
1"	1.67
1 ½"	3.33
2"	5.33
3" Compound	10
4" Compound	16.67
6" Compound	33.33
8" Compound	53.33
10" Compound	76.67

Based on these equivalency factors and the total existing meter count provided by the City's Water Billing Department, the total equivalent meters in the system can be determined. As noted in **TABLE 5.5**; provided below; there has been a significant increase in the total meters in the City since the original report in 2005. Although the population has not changed significantly,

the staff estimates that the increase is attributable to several factors including but not limited to new service to previously unserved areas, and large commercial meters added by businesses and institutions.

TABLE 5.5 – EXISTING METER COUNT

SIZE	NO. OF METERS	ESU/EQUIV.	ESU 2018
5/8" and 3/4"	7974	1	7974
1"	410	1.67	685
1-1/2"	110	3.33	366
2"	224	5.33	1194
3"	33	10.67	352
4"	13	16.67	217
6"	6	43.33	260
8"	1	53.33	53
		TOTAL	11,101

The 2005 report calculated the population per equivalent meter to factor in not only the residential meters; but also include the commercial and other meters. The 2005 calculation was as follows:

2005 Population per Equivalent meter

$$\frac{23,450 \text{ (Population)}}{7,759 \text{ (Projected Increase in ESU)}} = 3.02$$

2013 Population per Equivalent meter

$$\frac{25,178 \text{ (Population)}}{9,510 \text{ (Projected Increase in ESU)}} = 2.65$$

The 2018 Wastewater Master Plan study utilized a conversion factor of approximately 2.35 to convert from equivalent connections to population.

2018 Population per Equivalent meter

$$\frac{28,397 \text{ (Population)}}{12,084 \text{ (Projected Increase in ESU)}} = 2.35$$

2022 Population per Equivalent meter or ESU

The 2022 Wastewater Master Plan update provided the projected increase in equivalent service units based on known proposed developments; both residential and commercial, based on 50% buildout through the 10-year planning period. On this basis, the resulting increase is approximately 3,663 ESU. Since this projection was utilized in development of the updated 10-year CIP, this number will also be utilized in the Impact Fee calculation.

Using this ratio, we can next determine the estimated expansion of the City's utility system over the 10-year planning period expressed in an increase in ESU or equivalent meters.

Using the population projections presented in the LUA for 2022 to 2032, the ratio of Population to Equivalent Meters is as follows:

$$\frac{36,928 - 27,687 \text{ (Increase in Population, 2022 - 2032)}}{3,663 \text{ (Projected Increase in ESU)}} = 2.52$$

5.3 MAXIMUM IMPACT FEE CALCULATION

The maximum assessable impact fee is determined by dividing the cost of the CIP projects plus interest by the projected increase in equivalent meters for the 10-year planning period. The fee for various meter sizes is then determined by applying the factors provided in **TABLE 5.6** for all meters larger than the standard ¾" residential meter. The maximum assessable impact fee for the City of Alvin for water and wastewater is as follows:

MAXIMUM WATER IMPACT FEE

$$\frac{\$14,386,812 \text{ (Cost of Water CIP Projects)}}{3,663 \text{ (Projected Increase in ESU)}} = \$3,928 \text{ Per ESU}$$

MAXIMUM WASTEWATER IMPACT FEE

$$\frac{\$53,062,933 \text{ (Cost of Wastewater CIP Projects)}}{3,663 \text{ (Projected Increase in ESU)}} = \$14,486 \text{ Per ESU}$$

Chapter 395 of the Local Government Code was amended in 2001 to include that the City must provide a credit for the following:

Section 395.014 Paragraph a (7):

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the Capital Improvements Plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

The Impact Fee legislation allows the City to charge an impact fee up to the amount shown as the calculated maximum.

In 2005, the maximum calculated fees were \$3,107 for water and \$3,699 for wastewater. However, the City adopted Impact Fee amounts of \$750 for water and \$500 for wastewater.

Subsequently in 2007, the City elected to raise the Impact Fee to \$1,440 for water and \$960 for wastewater, for a total fee of \$2,400 where it remained until 2013.

In 2013, the Impact Fee was raised to \$2,500. In the latest Impact Fee study update in 2018 the Impact Fee for the City was raised to \$4,350.

For this update (2022), the maximum allowable impact fee proposed is calculated as follows:

50% of Water CIP Costs per Equivalent Meter = \$3,928 x 50% = **\$1,964**

50% of Wastewater CIP Costs per Equivalent Meter = \$14,486 x 50% = **\$7,243**

5.4 CONCLUSIONS AND RECOMMENDATIONS

After discussion and deliberation of the Impact Fee Advisory Committee, the 2022 fee amounts to be recommended to City Council are as shown on **TABLE 5.6** below:

TABLE 5.6 – RECOMMENDED FEE AMOUNTS

TYPE	CURRENT FEE	2022 UPDATE MAX FEE W/ 50% CREDIT	RECOMMENDED FEE
Water	\$1,700	\$1,964	\$1,960
Wastewater	\$2,650	\$7,243	\$7,240
Total (Water & Wastewater)	\$4,350	\$9,207	\$9,200
MULTIPLYING FACTORS			
Single Family Dwelling	= 1.0 ESU (Single Family Equivalent Unit)		
Apartment Complex	= 1.0 ESU per living unit		
Hotel, Motel, Resort	= 0.8 ESU per unit or room		
Mobile Home	= 1.0 ESU per unit or room		
Commercial, Retail, Institutional, Light Industrial, and all other non-residential development:			
METER SIZE	FACTOR	UNIT	TOTAL IMPACT FEE
5/8" - 3/4"	1	ESU	\$9,200
1"	1.67	ESU	\$15,364
1.5"	3.33	ESU	\$30,636
2", All Types	5.33	ESU	\$49,036
3" Compound	10.67	ESU	\$98,164
3" Turbine	11.67	ESU	\$107,364
4" Compound	16.67	ESU	\$153,364
4" Turbine	21	ESU	\$193,200
6" Compound	33.33	ESU	\$306,636
6" Turbine	43.33	ESU	\$398,636
8" Compound	53.33	ESU	\$490,636
8" Turbine	93.33	ESU	\$858,636
10" Compound	76.67	ESU	\$705,364
10" Turbine	140	ESU	\$1,288,000
12" All Types	176.67	ESU	\$1,625,364
Note 1: When separate dedicated fire system meters and systems are installed, the fire system meters are not charged a separate capital recovery fee.			
Note 2: When building fire flow systems are combined with other building systems, the City Engineer shall determine the equivalency factor based on the meter size that would be required without the fire protection component of the flow.			

Municipality	Water Fee	Sewer Fee	Water and Sewer Line Improvements	Citywide Total
Manvel	\$2,441	\$7,107		\$9,548
Alvin (Proposed)	\$1,960	\$7,240		\$9,200
League City	\$5,101	\$2,567		\$7,668
Missouri City	\$2,460	\$5,090		\$7,550
Galveston	\$3,427	\$3,495		\$6,922
Texas City(West)	\$2,800	\$3,875		\$6,675
Sugarland	\$737	\$2,281	\$3,587	\$6,606
Pearland	\$3,562	\$2,915		\$6,477
Iowa Colony	\$2,350	\$3,950		\$6,300
Alvin (Existing)	\$1,700	\$2,650		\$4,350
Friendswood	\$1,407	\$2,820		\$4,227



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider an Engineering Services Agreement with Freese and Nichols Engineering for an amount not to exceed \$71,410, for engineering services for the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions Compliance Program - Phase 1; and authorize the City Manager to sign the agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The Environmental Protection Agency (EPA) released Lead and Copper Rule Revisions (LCRR) on January 15, 2021, that significantly improve the actions that public water systems must take to reduce lead in drinking water. This is the EPA's first major overhaul of the Lead and Copper Rule since 1991. Under the LCRR, a public water system will be required to take new actions, including, but not limited to:

- Identifying the most impacted areas by requiring water systems to prepare and update a publicly-available inventory of lead service lines and requiring water systems to "find-and-fix" sources of lead when a sample in a home exceeds 15 parts per billion (ppb).
- Strengthening drinking water treatment by requiring corrosion control treatment based on tap sampling results and establishing a new trigger level of 10 ppb
- Replacing lead service lines by requiring water systems to replace the water system-owned portion of a lead service line when a customer chooses to replace their portion of the line.
- Increasing drinking water sampling reliability by requiring water systems to follow new, improved sampling procedures and adjust sampling sites to better target locations with higher lead levels.
- Improving risk communication to customers by requiring water systems to notify customers within 24 hours if a sample collected in their home is above 15 ppb. Water systems will also be required to conduct regular outreach to homeowners with lead service lines.
- Better protecting children in schools and child care facilities by requiring systems to take drinking water samples from the schools and child care facilities served by the system.

The LCRR has a compliance date of October 16, 2024. To assist the City in meeting the compliance deadline, staff recommends the execution of an Engineering Services Agreement with Freese and Nichols (FNI) to provide the first phase of the LCRR Compliance Program. The initial assessment will consist of: reviewing records, inventorying lead service lines throughout the city, developing a compliance schedule with a budget, and assisting the City with applying for funding in the form of low interest loans and/or grants to complete the compliance needs. The EPA encourages states and cities to leverage federal resources to support local lead service line replacement projects.

This is a budgeted item in the FY23 budget. Staff recommends approval of this Agreement.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 220-6001-00- **Amount:** \$71,410.00 **1295 Form Required?** Yes ☒ No ☐
3100
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 1/19/2023 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:**

Supporting documents attached:

1. Alvin LCRR Phase 1 Scope of Work
2. LCRR LCR Comparison

Recommendation: Move to approve an Engineering Services Agreement with Freese and Nichols Engineering for an amount not to exceed \$71,410 for engineering services for the Environmental Protection Agency (EPA) Lead and Copper Rule Revisions Compliance Program - Phase 1; 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, if applicable: ☒

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

CITY OF ALVIN LEAD AND COPPER RULE REVISION COMPLIANCE SUPPORT INITIAL DESKTOP INVENTORY AND EFFORT ASSESEMENT

Project Background and Understanding

The U.S. Environmental Protection Agency (EPA) released Lead and Copper Rule Revisions (LCRR) on Jan. 15, 2021, setting new standards aimed at removing harmful levels of lead and copper from drinking water. The LCRR went into effect on December 16, 2021 with the compliance date of October 16, 2024. This revision will require cities and other water utilities to take significant action to protect customers from the health risks associated with lead and copper to comply with the LCRR.

The following initial desktop and effort assessment is proposed to support the City of Alvin in preparing for the LCRR. Additional effort will be needed in the future to achieve full compliance, which the City may achieve through FNI, in-house resources, or others.

Scope of Work

Objectives:

- Assess the availability and content of the records required by the LCRR to be reviewed for developing the service line material inventory (SLM Inventory).
- Create initial desktop inventory based on the two primary records sources: existing accounts records, and county parcel data.
- Develop data collection tool for meter visual inspections, provide training and a standard operating procedure (SOP) to enable the City to begin identification of service line materials within the meter box.
- Develop compliance schedule and planning level budget to come into compliance with LCRR requirements.
- Support in applying for funding through the Texas Water Development Board.

TASK 1 – Project Management and Meetings

1. Project Management: Provide planning, monitoring and control of the project for 4 months, as well as team coordination and project administration.
2. Quality Assurance and Quality Control: Provide Quality Assurance and Quality Control (QA/QC) review of the data collected, planning and documentation. FNI's Senior Advisor will provide project guidance and review of all deliverables.

3. Meetings:
 - a. Kickoff Meeting: Prepare for and attend one (1) project kickoff meeting. The kickoff meeting will be held in person to confirm scope, schedule and budget, anticipated project schedule, and communicate overall project expectations.
 - b. Progress Meetings: Conduct up to (6) progress meetings to be held bi-weekly or monthly with the City. Progress meetings will be held virtually.
4. Task Deliverables:
 - a. Meeting agendas
 - b. Meeting minutes
 - c. Anticipated project schedule
 - d. Invoices

TASK 2 - Records Review

1. Collect and review records listed in 141.84(a)(3) of the LCRR as information a utility must review when conducting a lead service line (LSL) inventory.
 - a) Assess and record the content and quality of the data sources for the SL inventory. Develop questions to ask to City and county. This information will be used to identify supporting datasets to be reviewed and incorporated into the completed desktop inventory.
 - b) The records include: City meters data, accounts data, parcel data, GIS shapefiles, master plans, tap cards, meter installation records, inspection records, codes, SOPs, permits, and other historic records.
2. Hardcopy records review: FNI will review up to 15% of documents provided in hard copy or image form, to assess content and develop an SOP and basic training for the City to use in completing the review of these records.
3. FNI will use up to two (2) of the progress meetings mentioned above to discuss observations, ask questions, discuss additional potential resources for inventory records.
4. Review historical lead and copper monitoring results for single detection and 90th percentile results that exceed LCRR trigger and action levels. Information from this review will be used to develop a budget and schedule for LCRR preparation activities as a part of Task 4.
5. Deliverables from this task include:
 - c) File listing each required record, the availability, content, potential additional resources, and other notes pertinent to the use of the records in the service line material inventory.
 - d) SOP for completing review of hardcopy records.

TASK 3 – Initial Inventory

1. FNI will conduct a desktop assessment of the accounts database and county parcel data, collected during Task 2.
2. *Initial Desktop Service Line Inventory*: An initial inventory of service lines will be developed utilizing available GIS data such as water meter or parcel data.
 - a) The level of effort for this task includes incorporating account data and parcel data into existing GIS data to develop an initial inventory showing which water accounts have

construction dates prior to the lead-ban. Evaluation and incorporation of the other datasets reviewed in Task 2 is outside the scope of this proposal and will be included in the budget and schedule for remaining LCRR preparation in Task 5.

- b) The inventory will include fields matching the data attributes from the TCEQ Inventory Template including address, public side service line material, private side service line material, and basis of material determination (records, visual inspection). Where information is unavailable, a value of “Unknown” will be assigned.
 - c) Esri’s ArcGIS system will be used as a platform to create a web-based inventory capable of:
 - a. Identifying service lines as one of the four EPA-compliant service line material categorizations
 - b. Receiving data from field validations through a data collection app
 - c. Monitoring replacement activities and regulatory compliance,
 - d. Exporting into a format compatible with TCEQ’s inventory template
 - e. Sharing information with the public
 - d) The inventory will be reviewed with the City
 1. A meeting will be coordinated to review the results of the initial inventory, and identify any remaining steps required to prepare the inventory for submittal.
 2. FNI will address one (1) round of City comments and then finalize the inventory
3. Deliverables for this task include:
- a) Web based inventory based on Esri’s ArcGIS system
 - b) Desktop Inventory in TCEQ’s template
 - c) Meeting minutes

TASK 4 – Meter Inspection Tool

Per the EPA Guidance, visual inspection at the meter box can be used to generate water system records that may be used to develop the SLM inventory. FNI will develop an SOP and tools to enable the City to begin conducting and recording inspections in the meter box, to be included in the service line inventory.

1. Data collection template and reporting dashboard: Develop a template for recording observations of meter box inspections. The template will be utilized to create an ESRI Survey123 app, which will be linked to the Initial Desktop Service Line Inventory utilizing ESRI ArcGIS software.
2. Standard Operating Procedure (SOP): Develop a SOP for field inspection of service lines within the meter box; including cleanout, pipe material identification, identification of lead solder, record keeping, and reporting.
3. Task Deliverables:
 - a. Data collection template for recording observations, that interfaces with a web based inventory using ESRI’s GIS system
 - b. Standard of Operation (SOP) for inspection of service lines

TASK 5 – Develop Compliance Schedule and Budget

1. Based on the information gathered in Tasks 2 and 3, FNI will provide recommendations for planning and completing remaining deliverables and major LCRR compliance activities.

2. Dates and descriptions of future deliverables and LCRR compliance activities will be included in the recommendations:
 - Completion of the SLM Inventory using all required data sources
 - Verification of unknowns in the SLM inventory to meet the City's goals
 - Updated Sampling Plan
 - Lead Service Line Replacement Plan
 - Preliminary Sampling
 - Schools outreach and sampling coordination plan
 - Find-and-fix plan
 - Public outreach plan
 - Corrosivity Study
 - Risk study to estimate likelihood for lead service lines,
 - Cost estimates for potential LSLR program or proactive mitigation, and
 - A plan for quality control, and oversight of LCRR activities listed above
3. FNI will develop compliance schedule and planning-level budget for each activity listed in item 2, above.
4. FNI will gather and provide recommendations for funding opportunities including grants, loans and traditional sources.
5. One (1) meeting will be held to review the recommended schedule, budget, and funding opportunities and receive input from the City.
6. Completion of Technical Memorandum
 - a. A Technical Memorandum will be developed summarizing the schedule and budget developed in this task.
 - b. FNI will furnish the City with five (5) hard copies and one (1) PDF copy of all sections of the draft Technical Memorandum for review.
 - a. FNI will address one (1) round of the City's comments and will prepare three (3) hard copies of the final Technical Memorandum in print and one (1) copy in PDF format for the City.
2. Task Deliverables:
 - a. Meeting Minutes from the review of the schedule, budget and funding opportunities.
 - b. One (1) electronic and three (3) hard copies of the final Technical Memorandum.

SPECIAL SERVICES

Special Service Task 1 – Funding Assistance

FNI will assist the City in applying for funding in the form of low interest loans and/or grants through the State's Revolving Fund. FNI will provide the following assistance:

1. Pre-application
 - a. The City will provide FNI any data needed to complete the Project Information Form (PIF).
 - b. FNI will prepare the PIF and submit it to the State on behalf of the City.

- c. FNI will assist the City in responding to any requests for information from the State.
- 2. Application
 - a. FNI will participate in a pre-application conference with the State and the City.
 - b. The City will provide FNI any additional data needed to complete the application.
 - c. FNI will coordinate with City's financial and legal consultants to complete the application.
 - d. FNI will prepare and submit the application to the State on behalf of the City.
 - e. FNI will assist the City in responding to any requests for information from the State Application Administrative and Technical Reviews.
 - f. FNI will attend the State meeting for funding commitment on behalf of the City.
- 3. Closing Process
 - a. FNI will provide input, guidance and coordination between the State and City during the closing process.
 - b. FNI will coordinate with City's financial and legal consultants to close the funding.

SPECIAL SERVICE TASK - CITY COUNCIL MEETINGS

- 1. Present at one (1) City Council Meetings.

DESIGNATED REPRESENTATIVES: FNI and the City designate the following representatives:

City's Designated Representative: Brandon Moody
Director of Public Services
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511
281.388.4325
bmoody@psf.cityofalvin.com

FNI's Designated Representative: Julie Huerta, P.E.
11200 Broadway St., Ste 2320
Pearland, TX 77584
(832) 541-7229
Julie.Huerta@freese.com

FNI's Accounting Representative: Kristina Isaac
10497 Town and Country Way, Suite 600
Houston, TX 77024
(716) 600-6860
Kristina.Isaac@freese.com

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in six (6) months from Notice to Proceed. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. Such delays may result in an adjustment to compensation listed below.

COMPENSATION: The following is the breakdown of the proposed fees for the tasks presented in this Scope.

TASK	FEE	COMPENSATION TYPE
BASIC SERVICES		
Task 1 – Project Management and Meetings	\$14,022	Lump Sum
Task 2 – Records Review	\$7,816	Lump Sum
Task 3 - Initial Inventory	\$23,804	Lump Sum
Task 4 – Meter Inspection Tool	\$8,190	Lump Sum
Task 5 - Develop Compliance Schedule and Budget	\$9,814	Lump Sum
Total Basic Services Fee	\$63,646	
SPECIAL SERVICES		
Special Service 1 - Funding Assistance	\$7,764	Lump Sum
Total Special Services Fee	\$7,764	
Total Fee	\$71,410	

Reference Guide for Public Water Systems Lead and Copper Rule Proposal Comparison

EPA's proposed Lead and Copper Rule (LCR) includes a suite of actions to reduce lead exposure in drinking water where it is needed the most. The proposed rule will identify the most at-risk communities and ensure systems have plans in place to rapidly respond by taking actions to reduce elevated levels of lead in drinking water. For more information on the proposed rule, please visit: www.epa.gov/safewater/LCRproposal

The following table compares the major differences between the current Lead and Copper Rule (LCR) and proposed Lead and Copper Rule revisions (LCRR). In general, requirements that are unchanged are not listed. For existing rule requirements please visit: <https://www.epa.gov/dwreginfo/lead-and-copper-rule>

CURRENT LCR	PROPOSED LCRR
<i>Action Level (AL) and Trigger Level (TL)</i>	
90th percentile (P90) level above lead AL of 15 µg/L or copper AL of 1.3 mg/L requires additional actions.	90th percentile (P90) level above lead AL of 15 µg/L or copper AL of 1.3 mg/L requires more actions than the current rule. - Defines trigger level (TL) of P90 > 10 and ≤15 µg/L that triggers additional planning, monitoring, and treatment requirements.
<i>Lead and Copper Tap Monitoring</i>	
Sample Site Selection - Prioritizes collection of samples from sites with sources of lead in contact with drinking water. - Highest priority given to sites served by copper pipes with lead solder installed after 1982 but before the ban on lead pipes and/or lead service lines (LSLs). - Systems must collect 50% of samples from LSLs, if available.	Sample Site Selection - Changes priorities for collection of samples with a greater focus on lead service lines. - Prioritizes collecting samples from sites served by LSLs. - No distinction in prioritization of copper pipes with lead solder by installation date. - Systems must collect all samples from sites served by LSLs, if available.
Collection Procedure Requires collection of a one-liter sample after water has sat stagnant for a minimum of 6 hours.	Collection Procedure - Adds requirement that samples must be collected in wide-mouth bottles. - Prohibits sampling instructions that include recommendations for aerator cleaning/removal and pre-stagnation flushing prior to sample collection.

CURRENT LCR	PROPOSED LCRR
Monitoring Frequency • Samples are analyzed for both lead and copper. • Systems must collect standard number of samples based on population semi-annually unless they qualify for reduced monitoring. • Systems can qualify for annual or triennial monitoring at reduced number of sites. Schedule based on number of consecutive years meeting the following criteria: ○ Serves $\leq 50,000$ people and $\leq$ lead & copper ALs. ○ Serves any population size, meets State-specified optimal water quality parameters (OWQPs), and $\leq$ lead AL. • Triennial monitoring also applies to any system with P90 and copper 90th percentile levels ≤ 0.005 mg/L and ≤ 0.65 mg/L, respectively, for 2 consecutive 6-month monitoring periods. • 9-year monitoring waiver available to systems serving $\leq 3,300$.	Monitoring Frequency • Some samples may be analyzed for lead only when lead monitoring is conducted more frequently than copper. • Copper follows the same criteria as the current rule. • Lead monitoring schedule is based on P90 level for all systems as follows: ○ P90 > 15 $\mu\text{g/L}$: Semi-annually at the standard number of sites. ○ P90 > 10 to 15 $\mu\text{g/L}$: Annually at the standard number of sites. ○ P90 $\leq 10 \mu\text{g/L}$: ▪ Annually and triennially at reduced number of sites using same criteria as current rule except copper 90th percentile level is not considered. ▪ Every 9 years based on current rule requirements for a 9-year monitoring waiver.
<i>Corrosion Control Treatment (CCT) and Water Quality Parameters (WQPs)</i>	
CCT • Systems serving > 50,000 people were required to install treatment by January 1, 1997 with limited exception. • Systems serving $\leq 50,000$ that exceed lead and/or copper AL are subject to CCT requirements (e.g., CCT recommendation, study if required by Primacy Agency, CCT installation). Can discontinue CCT steps if no longer exceed both ALs for two consecutive 6-month monitoring periods. • Systems must operate CCT to meet any Primacy Agency-designated OWQPs that define optimal CCT. • There is no requirement for systems to re-optimize.	CCT • Specifies CCT requirements for systems with P90 level > 10 to $\leq 15 \mu\text{g/L}$: ○ No CCT: must conduct a CCT study if required by Primacy Agency. ○ With CCT: must follow the steps for re-optimizing CCT, as specified in the rule. • Systems with P90 level > 15 $\mu\text{g/L}$: ○ No CCT: must complete CCT installation regardless of their subsequent P90 levels. ○ With CCT: must re-optimize CCT. • Community water systems (CWSs) serving $\leq 10,000$ people and non-transient water systems (NTNCWSs) can select an option other than CCT to address lead. <i>See Small System Flexibility.</i>
CCT Options: Includes alkalinity and pH adjustment, calcium hardness adjustment, and phosphate or silicate-based corrosion inhibitor.	CCT Options: Removes calcium hardness as an option and specifies any phosphate inhibitor must be orthophosphate.

CURRENT LCR	PROPOSED LCRR
Regulated WQPs: • No CCT: pH, alkalinity, calcium, conductivity, temperature, orthophosphate (if phosphate-based inhibitor is used), silica (if silica-based inhibitor is used). • With CCT: pH, alkalinity, and based on type of CCT either orthophosphate, silica, or calcium.	Regulated WQPs: • Eliminates WQPs related to calcium hardness (i.e., calcium, conductivity, and temperature).
WQP Monitoring • Systems serving $\geq 50,000$ people must conduct regular WQP monitoring at entry points and within the distribution system. • Systems serving $\leq 50,000$ people conduct monitoring only in those periods $>$ lead or copper AL. • Contains provisions to sample at reduced number of sites in distribution system less frequency for all systems meeting their OWQPs.	WQP Monitoring • Systems serving $\geq 50,000$ people must conduct regular WQP monitoring at entry points and within the distribution system. • Systems serving $\leq 50,000$ people must continue WQP monitoring until they no longer $>$ lead and/or copper AL for two consecutive 6-month monitoring periods. • To qualify for reduced WQP distribution monitoring, P90 must be ≤ 10 $\mu\text{g/L}$ and the system must meet its OWQPs.
Sanitary Survey Review: • Treatment must be reviewed during sanitary surveys, no specific requirement to assess CCT or WQPs.	Sanitary Survey Review: • CCT and WQP data must be reviewed during sanitary surveys against most recent CCT guidance issued by EPA.
Find and Fix: No required follow-up samples or additional actions if an individual sample exceeds 15 $\mu\text{g/L}$.	Find and Fix: If individual tap sample > 15 $\mu\text{g/L}$, systems must: • Collect a follow-up sample at each location > 15 $\mu\text{g/L}$. • Conduct WQP monitoring at or near the site > 15 $\mu\text{g/L}$. • Perform needed corrective action.
LSL Inventory and LSLR Plan	
Initial LSL Program Activities: • Systems were required to complete a materials evaluation by the time of initial sampling. No requirement to update materials evaluation. • No LSLR plan is required.	Initial LSL Program Activities: • All systems must develop an LSL inventory or demonstrate absence of LSLs within first 3 years of final rule publication. • LSL inventory must be updated annually. • All systems with known or possible LSLs must develop an LSLR plan.

CURRENT LCR	PROPOSED LCRR
LSLR: • Systems with LSLs with P90 > 15 µg/L after CCT installation must annually replace ≥7% of number of LSLs in their distribution system when the lead action level is first exceeded. • Systems must replace the LSL portion they own and offer to replace the private portion at the owner's expense. • Full LSLR, partial LSLR, and LSLs with lead sample results ≤15 µg/L ("test-outs") count toward the 7% replacement rate. • Systems can discontinue LSLR after 2 consecutive 6-month monitoring periods ≤ lead AL.	LSLR: • Rule specifies replacement programs based on P90 level for CWSs serving > 10,000 people: ○ If P90 > 15 µg/L: Must fully replace 3% of LSLs per year (mandatory replacement) for 4 consecutive 6-month monitoring periods. ○ If P90 > 10 to 15 µg/L: Implement an LSLR program with replacement goals in consultation with the Primacy Agency for 2 consecutive 1-year monitoring periods. • Small CWSs and NTNCWSs that select LSLR as their compliance option must complete LSLR within 15 years if P90 > 15 µg/L. <i>See Small System Flexibility.</i> • Annual LSLR rate is based on number of LSLs when the system first exceeds the action level plus the current number of service lines of unknown materials. • Only full LSLR (both customer-owned and system-owned portion) count toward mandatory rate or goal-based rate. • All systems must replace their portion of an LSL if notified by consumer of private side replacement within 3 months of the private replacement. • Following each LSLR, systems must: ○ Provide pitcher filters/cartridges to each customer for 3 months after replacement. Must be provided within 24 hours for full and partial LSLRs. ○ Collect a lead tap sample at locations served by replaced line within 3 to 6 months after replacement.
LSL-Related Outreach: • When water system plans to replace the portion it owns, it must offer to replace customer-owned portion at owner's expense. • If system replaces its portion only: ○ Provide notification to affected residences within 45 days prior to replacement on possible elevated short-term lead levels and measures to minimize exposure.	LSL-Related Outreach: • Inform consumers annually that they are served by LSL or service line of unknown material. • Systems subject to goal-based program must: ○ Conduct targeted outreach that encourages consumers with LSLs to participate in the LSLR program. ○ Conduct an additional outreach activity if they fail to meet their goal.

CURRENT LCR	PROPOSED LCRR
○ Include offer to collect lead tap sample within 72 hours of replacement. ○ Provide test results within 3 business days after receiving results.	● Systems subject to mandatory LSLR include information on LSLR program in public education (PE) materials that are provided in response to $P90 > AL$.
<i>Small System Flexibility</i>	
No provisions for systems to elect an alternative treatment approach but sets specific requirements for CCT and LSLR.	Allows CWSs serving $\leq 10,000$ people and all NTNCWSs with $P90 > 10 \mu\text{g/L}$ to elect their approach to address lead levels at $P90 > 15 \mu\text{g/L}$ with Primacy Agency approval: ● Systems can choose CCT, LSLR, or provision and maintenance of point-of-use devices. ● NTNCWSs can also elect to replace all lead-bearing materials.
<i>Public Education and Outreach</i>	
● All CWSs must provide education material in the annual Consumer Confidence Report (CCR). ● Systems with $P90 > AL$ must provide public education and outreach (PE) to customers about lead sources, health effects, measures to reduce lead exposure, and additional information sources. ● Systems must provide lead consumer notice to individuals served at tested taps within 30 days of learning results.	● CWSs must provide updated health effects language and information regarding LSLR program in the CCR. ● If $P90 > AL$: ○ Current PE requirements apply. ○ Systems must notify customers of $P90 > AL$ within 24 hours. ● In addition, CWSs must: ○ Improve public access to lead information including LSL locations and respond to requests for LSL information. ○ Deliver notice and educational materials to customers during water-related work that could disturb LSLs. ○ Provide increased information to healthcare providers. ○ Provide lead consumer notice to customers whose individual tap sample is $> 15 \mu\text{g/L}$ within 24 hours. ● <i>Also see LSL-Related Outreach in LSLR section of table.</i>
<i>Change in Source or Treatment</i>	
Systems on a reduced tap monitoring schedule must obtain prior Primacy Agency approval before changing their source or treatment.	Systems on any tap monitoring schedule must obtain prior Primacy Agency approval before changing their source or treatment.
<i>Source Water Monitoring and Treatment</i>	

CURRENT LCR	PROPOSED LCRR
• Periodic source water monitoring is required for systems with: ○ Source water treatment; or ○ P90 > AL and no source water treatment.	• Primacy Agencies can waive continued source water monitoring if the: ○ System has already conducted source water monitoring for a previous P90 > AL; ○ Primacy Agency has determined that source water treatment is not required; <i>and</i> ○ System has not added any new water sources.
Lead in Drinking Water at Schools and Child Care Facilities	
• Does not include separate testing and education program for CWSs at schools and child care facilities. • Schools and child cares that are classified as NTNCWSs must sample for lead and copper.	• CWSs must conduct lead in drinking water testing and PE at 20% of K-12 schools and licensed child cares in service area every year. • Sample results and PE must be provided to each sampled school/child care, Primacy Agency and local or State health department. • Excludes facilities built after January 1, 2014.
Primacy Agency Reporting	
Primacy Agencies must report information to EPA that includes but is not limited to: • All P90 levels for systems serving > 3,300 people, and only levels > 15 µg/L for smaller systems. • Systems that are required to initiate LSLR and the date replacement must begin. • Systems for which optimal corrosion control treatment (OCCT) has been designated.	Expands current requirements to include: • All P90 values for all system sizes. • The current number of LSLs and service lines of unknown material for every water system. • OCCT status of all systems including Primacy Agency-specified OWQPs.



AGENDA COMMENTARY

Meeting Date: 2/2/2023

Department: City Secretary

Contact: Dixie Roberts, City Secretary

Agenda Item: Consider the cancellation of the March 2, 2023 regularly scheduled City Council meeting.

Type of Item: Action Item

Summary: A request was made that the regularly scheduled City Council meeting be canceled due to members of City Council and staff attending Brazoria County Day in Austin.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: 1/26/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

None

Recommendation: Move to cancel the March 2, 2023 regularly scheduled City Council meeting.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒