

# 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

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## Alvin City Council Agenda

**Thursday, March 16, 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](mailto: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.

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NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday **MARCH 16, 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. PRESENTATIONS**

- A. Telecommunications Week Proclamation - April 9-15, 2023
- B. Alvin Library Day Proclamation - March 25, 2023 - Centennial Celebration
- C. Presentation of the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) as awarded to the City of Alvin for FY23.
- D. Presentation of the Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association (GFOA) as awarded to the City of Alvin for FY21.

### **4. PUBLIC COMMENT**

### **5. CONSENT AGENDA**

- A. Consider approval of the February 16, 2023 City Council Workshop meeting minutes.
- B. Consider approval of the February 16, 2023 City Council meeting minutes.
- C. Consider approval of the February 22, 2023 City Council Workshop meeting minutes.
- D. Proclaim the month of April 2023 as Fair Housing month in the City of Alvin, Texas.
- E. Consider Ordinance 23-E, amending Chapter 15, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 15-115 to allow funds to be used toward beautification activities in the

form of landscaping and tree planting and the maintenance thereof; to improve public property; providing for severability and setting forth other provisions related thereto.

- F. Consider approval of Ordinance 23-F, amending the City of Alvin 2021-2022 fiscal year-end budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.
- G. Consider a bid award (B-23-04) to DXI Industries, Inc. as the vendor for providing Sodium Hypochlorite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$65,000 per year; and authorize the City Manager to sign the agreement upon legal review.
- H. Consider a bid award (B-23-05) to Hawkins, Inc. as the vendor for providing Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$15,000 per year; and authorize the City Manager to sign the agreement upon legal review.
- I. Consider a bid award (B-23-06) to Hawkins, Inc. as the vendor for providing Polyphosphate for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$35,000 per year; and authorize the City Manager to sign the agreement upon legal review.
- J. Consider the purchase of a STPH 5.0 Truck Mounted Pothole Patcher from Doggett Freightliner of South Texas, LLC, through The Interlocal Purchasing System (TIPS) for an amount not to exceed \$234,994.00.
- K. Consider a final plat of CRW Ranch Estates (located at 5522 County Road 42), being 25.469 acres located in the Chester S. Gorbett League, abstract 64, Brazoria County, Texas.

## **6. OTHER BUSINESS**

- A. Consider Ordinance 23-D, granting consent to the addition of approximately 140.702 acres of land to Brazoria County Municipal Utility District No. 81; making findings of fact; providing a severability clause; and providing an effective date.
- B. Consider Resolution 23-R-05, confirming and ratifying the First Amendment to the Utility Services Contract between the City of Alvin, Texas, and Brazoria County Municipal Utility District No. 81 (the "District"); and authorize the Mayor to sign the amended Contract upon legal review.
- C. Consider a Memorandum of Understanding with the Alvin Independent School District (Purchasing Department) for the continued temporary use of the old EMS Building, located at 709 East House Street, and authorize the Mayor to sign upon legal review.
- D. Consider the cancellation of the April 6, 2023 Council meeting due to the observance of the Easter holiday.
- E. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

## **7. REPORTS FROM THE CITY MANAGER**

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

**8. 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.

**9. EXECUTIVE SESSION**

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

**10. RECONVENE TO OPEN SESSION****11. 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](http://www.alvin-tx.gov), in compliance with Chapter 551, Texas Government Code, on **MONDAY March 13, 2023 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).**



Office of the Mayor, City of Alvin, Texas

## *Proclamation*

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**WHEREAS,** when an emergency occurs, the prompt response of first responders is critical to the protection of life and preservation of property. The City of Alvin Public Safety Telecommunicators are the single vital link between first responders and persons seeking immediate relief during an emergency; and

**WHEREAS,** the work of these “unseen first responders” is invaluable in emergency situations; they have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

**WHEREAS,** each dispatcher has exhibited compassion, understanding, and professionalism during the performance of their job this past year.

**NOW, THEREFORE,** I, Paul A. Horn, as Mayor of the City of Alvin Texas and on behalf of the City Council, do hereby proclaim the week of April 9-15, 2023, as

### *Public Safety Telecommunications Week*

**in the City of Alvin, Texas,** and encourage each and every citizen to express their appreciation to the Public Safety Telecommunicators for their diligence and professionalism in keeping our city and citizens safe.

**WITNESS** my hand and seal  
this 16th day of March 2023.

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Paul A. Horn, Mayor





Office of the Mayor, City of Alvin, Texas

## *Proclamation*

- WHEREAS,** the Alvin Library, which began as a project of the Athenaeum Study Club and opened on March 24, 1923, in a room of the American Legion Hall with a collection of 635 volumes and open to the public for six hours a week, and
- WHEREAS,** the Alvin Branch Library collection today totals more than 38,000 items and is now open to the public for 44 hours each week, and
- WHEREAS,** the Alvin Library was the first public library in Brazoria County and joined the newly formed Brazoria County Library System on July 14, 1941, and
- WHEREAS,** the Alvin Branch Library of the Brazoria County Library System continues to proudly serve the people of Alvin and Brazoria County.

**NOW, THEREFORE,** I, Mayor Paul A. Horn, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim March 25, 2023, as

## *Alvin Library Day*

in the City of Alvin and the beginning of that library's Centennial Celebration.

**WITNESS** my hand and seal this  
16<sup>th</sup> day of March 2023.

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Paul A. Horn, Mayor



# AGENDA COMMENTARY

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**Meeting Date:** 3/16/2023

**Department:** Finance

**Contact:** Michael Higgins, Director of  
Administrative Services

**Agenda Item:** Presentation of the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) as awarded to the City of Alvin for FY23.

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**Type of Item:** Presentation

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**Summary:** The Distinguished Budget Presentation Award has been awarded to the City of Alvin by the Government Finance Officers Association of the United States and Canada (GFOA) for Fiscal Year ending September 30, 2023. This award is the highest form of recognition in governmental budgeting and its attainment represents a significant achievement by our organization. The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy documentation
- a financial plan
- an operations guide
- a communications device

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the department designated as being primarily responsible for its having achieved the award.

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**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:**

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**Supporting documents attached:**

1. FY23 GFOA Budget Award Certificate
  2. FY23 GFOA Budget Award Press Release
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**Recommendation:**

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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: ☒



**The Government Finance Officers Association  
of the United States and Canada**

*presents this*

**CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION**

*to*

**Finance Department  
City of Alvin, Texas**



*The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards*

Executive Director

*Christopher P. Morill*

Date: **January 23, 2023**

## FOR IMMEDIATE RELEASE

January 23, 2023

**For more information, contact:**

**Technical Services Center**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**E-mail: [budgetawards@gfoa.org](mailto:budgetawards@gfoa.org)**

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **City of Alvin, Texas**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance Department**.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 22,500 members and the communities they serve.*

January 23, 2023

Paul Horn  
City of Alvin  
216 West Sealy Street  
Alvin, TX 77511

Dear Mr. Horn:

We are pleased to inform you, based on the examination of your budget document by a panel of independent reviewers, that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA) for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization. In addition to receiving the award, your entity's budget received the following special recognition:

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Information about how to submit an application for the Distinguished Budget Program application is posted on GFOA's website.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

#### **Finance Department**

Continuing participants will receive a brass medallion that will be mailed separately. First-time recipients will receive an award plaque within eight to ten weeks. Also enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Alvin, Texas**, for its Annual Budget for the fiscal year beginning **October 01, 2022**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as a financial plan, as an operations guide, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

A press release is enclosed.

Upon request, GFOA can provide a video from its Executive Director congratulating your specific entity for winning the Budget Award.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at [www.gfoa.org](http://www.gfoa.org). If we can be of further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

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

Michele Mark Levine  
Director, Technical Services Center

Enclosure



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**City of Alvin  
Texas**

For the Fiscal Year Beginning

**October 01, 2022**

*Christopher P. Morill*

Executive Director



# AGENDA COMMENTARY

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**Meeting Date:** 3/16/2023

**Department:** Finance

**Contact:** Michael Higgins, Director of  
Administrative Services

**Agenda Item:** Presentation of the Certificate of Achievement for Excellence in Financial Reporting Award from the Government Finance Officers Association (GFOA) as awarded to the City of Alvin for FY21.

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**Type of Item:** Presentation

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**Summary:**

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|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/> | <b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> |
| <b>Funding Account:</b> <input type="checkbox"/>                                                                                       | <b>Amount:</b> <input type="checkbox"/>                                                                                |
| <b>Legal Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>                                           | <b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                         |
| <b>Finance Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>                                         | <b>Date Completed:</b> _____                                                                                           |

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**Supporting documents attached:**

1. FY21 GFOA Certificate of Achievement
  2. FY21 GFOA Announcement of Award
  3. FY21 GFOA Certificate Press Release
- 

**Recommendation:** No Action - Presentation of Award

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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: ☒





Government Finance Officers Association

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

Presented to

**City of Alvin  
Texas**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

September 30, 2021

*Christopher P. Morill*

Executive Director/CEO



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

3/3/2023

Paul Horn  
Mayor  
City of Alvin, Texas

Dear Mayor Horn:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2021 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

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

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

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

Sincerely,

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

Michele Mark Levine  
Director, Technical Services



GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

3/3/2023

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

(Chicago, Illinois)—Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to **City of Alvin** for its annual comprehensive financial report for the fiscal year ended September 30, 2021. The report has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the report.

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

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

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL WORKSHOP MEETING  
THURSDAY, FEBRUARY 16, 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, Joel Castro, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Dixie Roberts, Assistant City Manager/City Secretary; Michael Higgins, Director of Administrative Services; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

**WORKSHOP BUSINESS**

Discuss the Diamond Oaks proposed development (FM1462 near SH288).

Mayor Horn moved item B to be first on the agenda. Item A remains recorded here to maintain the integrity of the outline of the agenda.

Brad Switzer, Senior Planner with EHRA Engineering, presented this item before City Council with explanation. He was also accompanied by representatives of the developer, Randy Hall and Kevin Cole. This 206 acre tract of land is located at the southeast corner of FM 1462 and South Highway 288. Mr. Switzer explained they are proposing 596, 50 by 115 foot lots with an average lot size of over 6,500 square feet. This area will remain in the Extraterritorial Jurisdiction of the City of Alvin. There will be two main phases of development with a total of 5 sections. Brazoria County Municipal District 89 will maintain the roads and provide utilities for the development. Collector roads will connect to the future 2,900-acre W-Land project. The landscape and open space will include 11 + acres of amenitized green space (sidealks, turf, irrigation, planting beds, etc.). There will be two parks, over a half acre apiece, including a playground. The sidewalks will provide pedestrian connectivity to possible future school sites. Mr. Switzer summarized the milestones up to this point and provided photos of sample homes from the Phase I home builder, Rausch Coleman. These homes will have at least 50% masonry facades and the expected average sale price will be \$275,000. He renewed the next steps of development from March of 2023 to the full project being built out in 2031. Mr. Hall highlighted how they have focused on green space over commercial blocks of development. He expressed how they are committed to this project by purchasing the land in July and made provisions for future security through Brazoria County. He did express an interest in future annexation into the City of Alvin. Discussion was had regarding the roadways and how they will

connect and serve current and future development. Mr. Switzer explained he believes those roadways will be completed long before the entire 596 lots will be finished. Discussion was also had on first responder provision for this and future development in that area, including what is currently provided by EDS #3. The clarification was made that "masonry" facades means brick or stone, not hardiplank. Mr. Hall suggested the Strategic Partnership Annexation or Limit Purpose Annexation with 30-year timeframe options to consider as well. Discussion was had regarding different options, timeframes for those possible annexations and the economic impact given the current recession and interest rates. It was clarified that on March 16, 2023, the Development Agreement will be brought before the City Council for consideration.

Discuss amending the City of Alvin's Major Thoroughfare Plan for the proposed Magnolia Trail development (east of FM 2403, just south of Quail West Road).

Mayor Horn moved Item B to be first on the agenda. Item B remains recorded here to maintain the integrity of the outline of the agenda.

Michelle Segovia, City Engineer, presented this item before City Council with explanation. Ms. Segovia explained the recommendation to move the proposed thoroughfare to the southeast. It makes for better alignment through the development and where it crosses Highway 35 and FM 1462. If left the way the original plan calls for it to be, it will create an issue with the stated intersections. The developer approached Brazoria County and had these adjustments made and approved by Brazoria County. The proposal will go before City Council tonight as Resolution 23-R-04 for consideration of this change to the Thoroughfare Plan.

**ADJOURNMENT**

Mayor Horn adjourned the meeting at 6:45 p.m.

PASSED and APPROVED the 16th of March, 2023.

ATTEST:

\_\_\_\_\_  
Paul A. Horn, Mayor

\_\_\_\_\_  
Dixie Roberts, City Secretary

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL REGULAR MEETING  
THURSDAY, FEBRUARY 16, 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; Councilmembers: Martin Vela, Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Dixie Roberts, Assistant City Manager/City Secretary; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Ron Schmitz, EMS Director of Operations, and Robert E. Lee, Police Chief.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Dixie Roberts, Assistant City Manager/City Secretary, gave the invocation. Council member Adame led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

**PRESENTATION**

**Annual Departmental Presentation - Emergency Medical Services & Emergency Management**

Ron Schmitz, EMS Director and Emergency Management Coordinator gave the departmental presentation before City Council.

**PUBLIC COMMENT**

There were no comments from the public.

**CONSENT AGENDA**

Consider approval of the February 2, 2023 City Council meeting minutes.

Acknowledge receipt of the 2022 Racial Profiling Report submitted annually to the Texas Commission on Law Enforcement (TCOLE) and the Alvin City Council as required by Article 2.134 of the Texas Code of Criminal Procedure.

*Article 2.134 of the Texas Code of Criminal Procedure requires that not later than March 1<sup>st</sup> of each year, law enforcement agencies submit a report containing the previous year's incident-based data to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of that agency's city or county.*

*The 2022 report includes data on: gender, race or ethnicity, if race was known prior to the stop, reason for the stop, street address or approximate location of the stop, if a search was conducted, if a search was conducted, the reason for the search, if contraband was discovered, description of contraband, result of the stop (verbal warning, written warning, citation, arrest and if use of force resulting in bodily injury occurred), if an arrest occurred whether it was a penal law, traffic law, city ordinance or warrant. A comparison of demographic data collected with the latest demographic data estimate of the City of Alvin (census.gov), <https://www.census.gov/quickfacts/alvincitytexas>, was completed and submitted to TCOLE as well as the required data on traffic stops for the year. The actual demographic makeup of the city is considered to be outside of this data set as no data set indicates that work, shopping or travel demographics within the city were included. The 2022 racial profiling report is believed to be representative of our population in general and does not indicate racial profiling bias. One complaint involving racial profiling was made to the Alvin Police Department in 2022. The racial profiling portion of that complaint was deemed unfounded.*

Consider a five (5) year Lease Agreement with Skybeam, LLC (a Colorado limited liability company dba Rise Broadband) with an option to renew for one (1) additional five (5) year term, to allow Skybeam, LLC a portion of the City-owned property for the purpose of installing, operating, maintaining, and repairing radio communications facilities to provide broadband internet access, for the sum of \$500 per month; and authorize the City Manager to sign upon legal review.

*In August 2014, Skybeam started leasing space on the City's Verhalen Water Tower for their antennas that provide internet access to their customers in the area. In the original 2014 agreement, Skybeam provided the City with free internet service within the antenna's range for the cost of the lease space. Unfortunately, the free internet access did not provide any use for the City because there are no facilities within the range provided. In 2017, the agreement was revised to lease the space for \$300 a month.*

*Skybeam is proposing a new Lease Agreement with a new monthly lease in the amount of \$500 per month. Skybeam is proposing replacing two (2) of their existing antennas with four (4) new antennas to provide better service to their customers. The Lease Agreement will allow Skybeam access to the water tower property for installation, operation, and maintenance of their installed antennas with approval and access provided by City staff. The proposed agreement is for a five (5) year term with an option to renew for one (1) additional five (5) year term.*

Consider the expenditure of American Rescue Plan Act (ARPA) funds in an amount not to exceed \$159,250.23 to DataVox for the WebEx by Cisco & Datavox Phone System through the Texas Department of Information Resources (DIR) purchasing platform for the updating of the City of Alvin's (city-wide) phone system; 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 city's phone system (city-wide). These projects were authorized by City Council through the adoption of Ordinance 22-V on March 17, 2022. The original budgeted amount for this project is \$200,000. The city's current phone system in place is antiquated and has reached its end of life. Staff has done research on similar products through other agencies. DataVox/Cisco maintains a strong reputation in the technology community and provides the most secure option in relation to required CJIS (Criminal Justice Information System) compliance. The WebEX platform is a cloud based solution and will enhance city-wide communication capabilities on a daily basis and during emergency operations.*

**Yearly Fees for WebEx:**

*\$38,670.00 for licensing of 200 users and 31 phone stations. \$20,948.00 for licensing of call recording of 100 APD users. early Total: \$59,618.00.*

**One-Time Fees for WebEx:**

*\$50,993.29 to purchase 173 phones.  
\$20,449.74 to purchase 65 spare devices.  
\$2,779.20 to purchase 10 headsets.  
\$25,410.00 for DataVox Professional Services to migrate the city.  
**One-Time Total: \$99,632.23***

**Total Cost for WebEx:**

*\$159,250.23 for the First Year  
\$59,618.00 Yearly (After Year One)  
**Current annual cost for AT&T Phone System currently in place: \$152,247.***

*Upon City Council's authorization of this expenditure, installation will commence within a few weeks, depending on scheduling. The DataVox/Cisco team will work with IT staff to roll the platform installation out building by building. There is no anticipated down time during the transitions of platforms. Staff recommends approval of ARPA project funds in an amount not to exceed 152,247.*

Acknowledge receipt of the Parks and Recreation Board's five-year list of recommended park improvement projects.

*The City Charter requires the Parks and Recreation Board to make recommendations to the City Council for improvement and betterment of public parks and recreational facilities by March 1st of each year. At the regular park board meeting on February 7, 2023, the board recommended and unanimously approved a five-year forecasted list of park improvements. The park improvement projects will remain part of the City's comprehensive Capital Improvement Project*

*list, reviewed by the Planning Commission and presented again to City Council. The five-year park improvement projects list is a planning document. City staff recognizes that funding may not be available to fund all projects listed.*

Mayor Horn acknowledged students of Alvin Community College for being present at the Council meeting.

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

## **OTHER BUSINESS**

Consider an Encroachment Agreement with Florida Gas Transmission Company, LLC, for the construction of the 54-inch eastside sanitary sewer interceptor line within Florida Gas Transmission's 30-foot wide pipeline right-of-way as described in the agreement; and authorize the City Manager to sign the Agreement upon legal review.

During the meeting Mayor Horn moved this item to after Item B but it is recorded in its original order on the agenda to maintain the integrity of the outline.

*The Agreement being considered will allow the City's contractor to cross the 30-foot wide occupied pipeline right-of-way (east of the Fairway Lake) owned by Florida Gas Transmission Company, LLC. with the new 54-inch eastside sanitary sewer interceptor line. Currently, the City has two existing sanitary lines that cross the pipeline right-of-way, however the new line will be in closer proximity to the existing 22-inch Florida Gas Transmission pipeline, therefore requiring that an encroachment agreement be executed. During the design phase of the Eastside Interceptor Project Florida Gas Transmission approved the new sanitary line to cross under their existing line, as long as, a minimum of 18-inches of clearance was maintained between the City's line and the pipeline. The City's contractor has completed installation of 85% of the new interceptor and due to unavoidable field modifications, the new line will need to be installed with 11-inches of clearance from the pipeline versus the original 18-inches. Florida Gas Transmission requires that an Encroachment Agreement is approved for installation with less than 18-inches of clearance. The City's sanitary line will be installed and covered with a concrete slab the width of the easement for future protection of the line. During construction the pipeline company will have personnel onsite the entire time monitoring the installation of the City's line. Staff recommends approval of this Agreement.*

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

Council member Starkey moved to approve an Encroachment Agreement with Florida Gas Transmission Company, LLC, for the construction of the 54-inch eastside sanitary sewer interceptor line within Florida Gas Transmission's 30-foot wide pipeline right-of-way as described in the agreement; and authorize the City Manager to sign the Agreement upon legal review. Seconded by Council member Vaughn; motion carried with all members present voting Aye.

Consider Resolution 23-R-04 of the City Council of the City of Alvin, Texas, approving an amendment to the City of Alvin Major Thoroughfare Plan as described in Exhibit A; and setting forth other provisions related thereto.

During the meeting, Mayor Horn moved this item to be addressed first in Other Business but it is recorded in its original order on the agenda to maintain the integrity of the outline.

*On March 3, 2022, a Predevelopment Meeting was held between City Staff and the Magnolia Trails development team to discuss the possibility of rerouting the proposed minor collector roadway that is shown on the City's Major Thoroughfare Plan and runs through the 140 acre Magnolia Trails property that is located within the city limits along FM 2403 approximately 1.20 miles south of Highway 35. The current alignment of the proposed thoroughfare would conflict with the intersection of Highway 35 and Quail West Road and would cut through the Magnolia Trails property at an undesirable angle. The north portion of the proposed thoroughfare would also create a five-leg intersection at FM 1462 and Parker School Road, which is not preferred from an engineering design standpoint. After discussion between Staff and the development team the new alignment, as shown on attached Exhibit A, was agreed upon to move forward to City Council and to Brazoria County for consideration, since the majority of the proposed thoroughfare lies within the County. The development team discussed the alignment change with Brazoria County Engineering and the Brazoria County Commissioners' Court approved an amendment to the County's Thoroughfare Plan on November 22, 2022, to reflect the change. Approval of Resolution 23-R-04 would*



*amend the City's Major Thoroughfare Plan by moving the proposed Minor Collector roadway through the Magnolia Trails property to the south as shown on Exhibit A. Staff recommends approval of Resolution 23-R-04.*

Michelle Segovia, City Engineer, presented this item before City Council with explanation. This item was discussed in the workshop held prior to the regular council meeting.

Council member Castro moved to approve Resolution 23-R-04 of the City Council of the City of Alvin, Texas, approving an amendment to the City of Alvin Major Thoroughfare Plan as described in Exhibit A; and setting forth other provisions related thereto. Seconded by Council member Garivey; motion with all members present voting Aye.

### Discuss Chapter 17.5 - Signs, of the Alvin Code of Ordinances relating to the placement of feathered Flags.

*At the February 2, 2023 City Council meeting, this item was asked to be placed on this agenda for discussion by members of Council. On January 15, 2022, City Council/staff held a workshop facilitated by Ron Cox to discuss City Ordinance revisions. As a result of the workshop, staff amended Chapter 17½, Signs Ordinance. On March 3, 2022, City Council approved the amendments to Chapter 17½, Signs, of the City of Alvin Code of Ordinances through the adoption of Ordinance 22-1. The amendments to the ordinance specific to feather flags allowed for any business establishment, one (1) temporary on-premises feather flag may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:*

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

The fee for a Temporary on-premises feather flag permit is \$10.00 for each permit. Feather flags were not allowed under any circumstances in the previous ordinance. In the ordinance there are prohibited signs listed. Below is the prohibited signs section.

#### **Sec. 17½-35. - Prohibited signs.**

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

- 1. Off-premises signs; except that a business shall be allowed one off-premises directional sign. Any such sign must be a freestanding sign not exceeding sixteen (16) square feet and no more than six (6) feet in height. Such signs must be displayed upon private property and shall comply with the other provisions of this chapter.**
- 2. Signs which contain statements, words, or pictures of an obscene, indecent, or immoral character as they will offend public morals or decency as determined by the city council, and in accordance with relevant definitions of the Texas Penal Code.**
- 3. Signs which advertise an activity, business, or service no longer conducted on the premises upon which the sign is located.**
- 4. Signs which move or contain visible moving parts.**

5. Banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, balloons, inflatables, feather flags or other similar devices, either individually or attached to a sign or building.
6. Signs attached to or located upon exposed amenities such as benches, trash containers, trees, shrubbery, fences, fence posts or any structure used or intended for any other purpose.
7. Any stereopticon or motion picture machine used in conjunction with or attached to any sign in such manner as to permit the images projected therefrom to be visible from any public street or sidewalk.
8. Snipe or bandit signs.
9. Spectacular signs, iridescent painted signs, signs with fluorescent colors and signs that make or create noise.
10. Temporary signs.
11. Portable signs.
12. Handheld signs are prohibited upon any public rights-of-way, including, but not limited to, any public street, alley, or other public property.

Brandon Moody, Director of Public Services, presented this item before City Council with explanation. He explained the permit process that allows for seasonal, temporary signage. Mr. Moody reviewed the permit process, and each type of temporary sign allowed. Lisa Sullivan, Code Supervisor, explained the online process to obtain a permit for those signs. Both Mr. Moody and Ms. Sullivan stressed the fact that their ultimate goal is compliance, not to write a citation. Discussion was had on extending that temporary permit to A frame signs on an hourly basis with certain stipulations. Council member Adame suggested that the Chamber of Commerce be added to that list of exceptions based on their contribution to economic development that they provide to the City of Alvin. Council asked staff to draft an ordinance with said recommendations and bring back for consideration at a later date.

### Discuss panhandling and homeless diversions.

*This item was placed on this agenda for discussion as initiated by City Council member Vela with no objection at the February 2, 2023 City Council meeting. On January 15, 2023, City Council hosted a workshop to review the Alvin Code of Ordinances to define and discuss outdated language that did not reflect current practice. One of the amendments discussed in this workshop was the deletion of Section 15-13 entitled "Vagrancy". The wording found in this section was severely outdated and pushed the lines of being unconstitutional and thus was removed from the Code of Ordinance through the adoption of Ordinance 22-Z -- adopted on April 7, 2022. We currently rely on the Texas Transportation Code 552.007 Solicitation by Pedestrians, which prohibits pedestrians from standing in the roadway to solicit.*

**SOLICITOR (PANDHANDLER)** -The Alvin Police Department (APD) will respond to and warn any person soliciting (panhandling) in a roadway. The State law (referenced above) allows solicitors to stand on the median or off to the side as long as they are not entering the roadway to solicit. When APD sees this occurring, the solicitors generally receive a warning the first time, then APD will require the solicitor to leave and/or issue a citation/arrest when/if APD must go back out. Generally, the solicitors leave after the first warning is issued.

**HOMELESS** - When feasible and upon request, APD provides rides to shelters, bus stations, etc. Generally, this only occurs when APD has available staffing and if APD can arrange with another agency to meet with APD and continue the ride to their destination if it is far outside the city. This is an atypical occurrence as staffing/distance etc. are the determining factors. APD enforces the State Law (and city ordinance) regarding camping on public property. When APD is notified or finds individuals camping under the State bridges, ROWs, city parks, etc. APD advises the homeless to leave the property, and if city property, they receive trespass warnings against it occurring again. APD has a limited list of resources that can be provided to homeless individuals, but most are either outside the city or have restrictions on participation/availability:

- \* Bay area Turning Point- 281-286-2525 (domestic violence shelter) out of city
- \* Family Promise of Clear Creek- 832-932-3963 (shelter for families) out of city
- \* United Way- 211
- \* Alvin South Coast Ministries- 281-585-9136 (addiction/recovery for men) limited availability
- \* Archangels of Texas- 832-994-5887 archangelsoftexas.com assistance available depending on available funds
- \* BACODA- 800-510-3111 (substance abuse)\* Suicide and Crisis Line- 988
- \* Youth and Family Counseling Services - Crisis Line 877-949-3140; Non-Crisis 979-849-7751
- \* Gulf Coast Center- Crisis Line 866-729-3848; Non-Crisis 800-643-0967
- \* NAMI Gulf Coast- Helpline 281-585-3100

Several months ago, APD installed a cell phone charging station in the jail lobby that allows the homeless, those in need, and/or those getting out of jail, to charge their mobile devices (free of charge) which also has a poster of county and national resources on it that they can contact. The Mental Health Detective is still in her CID training but has already started making some inroads with connections to the services (list above); and will hopefully be able to begin soon

*working with the DA's office on diversion for mental health consumers accused of minor crimes. The goal of this is that they seek/get help in lieu of jail time, with the goal of getting them off of the streets. Currently, there are 3 officers who are certified Mental Health Officers -- with plans in place to require patrol to complete the Mental Health Officer Certification. The Alvin Police Officers Association has an assistance program in place that allows APOA to book those in need into local hotels for a short (day or two) duration if they are in need. This is done through funds donated to the APOA.*

**UNITED WAY** - Staff meets with members of the Brazoria County Homeless Coalition through the United Way of Brazoria County. Meetings are held on a monthly basis in an effort to streamline resources needed by various entities throughout Brazoria County. Many cities within our region, county, state, and nation are all dealing with the impacts of this societal issue at some level. Community partnerships are essential in being able to meet the needs of those affected by homelessness. Resources are available for those who need assistance. A Point in Time (PIT) Homeless Count for Brazoria County and the state of Texas is held bi-annually through the Texas Homeless Network. The most recent count was held in January 2023; the data from this count is not yet available. The 2021 data collected on the day of the PIT Count for Brazoria County indicated the following:

Total Homeless in Brazoria County documented - 82

Adults (age 18 or over) - 79

Young Adults (age 18-24) - 2

Children - 3

Chronically Homeless - 16

Veterans - 36

*Brazoria County United Way Homeless Coalition has partnered with Houston Star of Hope and has been assigned a case worker for Brazoria County. This case worker is able to work with individuals and families who are experiencing homelessness and have requested assistance.*

Council member Vela presented his research and recent findings before Council. He explained that he and Dixie Roberts, Assistant City Manager/City Secretary, recently toured the Star of Hope shelter in Houston. He suggested developing a strategy for long-term solutions to utilize opportunities to help these individuals. Ms. Roberts further explained that this is not an issue exclusive to the City of Alvin. It will take many agencies collaborating together to better this situation. Mayor Horn mentioned that there are many resources available and that simply compiling a list would go a long way to reaching people. Council member Vela suggested a workshop for further discussion.

**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 any Council members to be placed on the upcoming agenda.

## **REPORTS FROM THE CITY MANAGER**

Mr. Roland announced items of community interest; and he reviewed the preliminary list for the March 16, 2023, City Council Meeting. He also recognized Fire Chief Hunting for being appointed to the Board of Directors of the National Volunteer Fire Council.

## **ITEMS OF COMMUNITY INTEREST**

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

Council member Vaughn extended thanks to the Alvin Police Department and Alvin Fire Department for assisting his neighbor with a house fire.

Council member Starkey gave kudos to the Alvin Water Department regarding water line repairs on Sealy Street last week. He explained that the 1820 Coffee House staff was complementary of Alvin Staff in making sure the business employees' needs were being met and informational updates were provided.

## **ADJOURNMENT**

Mayor Horn adjourned the meeting at 8:10 p.m.

**PASSED and APPROVED this 16th day of March, 2023.**

ATTEST:

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Paul A. Horn, Mayor

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Dixie Roberts, City Secretary

**MINUTES  
CITY OF ALVIN, TEXAS  
216 W. SEALY STREET  
CITY COUNCIL WORKSHOP MEETING  
WEDNESDAY, FEBRUARY 22, 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 Regular Session at 6:19 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Paul A. Horn; Council members: Martin Vela, Joel Castro, Keko Moore, and Chris Vaughn.

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

**WORKSHOP BUSINESS**

Discuss construction and maintenance of current utility lines and poles with representatives from Texas New Mexico Power.

The following representatives from Texas New Mexico Power were present: Jason Putnal, Vincent Herrera and Pauline Moore.

Council member Vela summarized the main concerns about the condition of TNMP poles throughout the City of Alvin. His main concerns were the number of poles and their general condition, the condition of the fiber optics (some duct taped to the poles and impeding walkways), and the height of some of the lines hanging down over roadways. Councilman Vela pointed out that these conditions have recently led to the loss of 911 services several times. He asked what is the safest solution, possibly running lines underground. Mayor Horn pointed out that compared to surrounding cities, Alvin seems to have more issues, while also acknowledging that they are serviced by Centerpoint Energy and may have different standards. Mr. Herrera agreed that Centerpoint may have different standards and he also mentioned that the area on Gordon St. was also installed many years prior at an older standard. Anything new would, of course, be built to current code requirements and standards. Mr. Herrera further clarified that they cannot prohibit any fiber optic companies from using their poles, and any additional poles that other utilities put in are the responsibility of that utility company to remove or maintain. Councilman Vela invited TNMP representatives to advise City Council on how they can be supportive in achieving the goals of beautifying the city and making it safer for residents and businesses. He asked if the Engineering Department, as part of the development process, needs to increase their efforts towards this issue. Mayor Horn stated that this has been an issue for several years and asked what can be done. Mr. Herrera suggested that the City use their bucket trucks to look at the lines and see the name of the utility so that contact can be made with them to take care of it. He also pointed out that many times those companies are no longer in business and are no longer being maintained by anyone.

Ms. Moore pointed out that if the city provides the address for any issues with poles, they can come out and address it right away. Council member Castro asked if for future developments there is a way to connect the main thoroughfares that requires underground lines. Mr. Herrera advised that this is achieved by requiring it of the developer, which might effect the plat approval. Mayor Horn asked about the lines already installed, how can the City contribute funds to remedy that. Mr. Herrera explained that the cost incurred would be completely incumbent for the city to provide. He suggested another possibility of rerouting any lines that could be used to save on that cost. Discussion was had on comparing the cost of burying the lines versus rerouting them. Mr. Herrera stated that if those lines are buried, TNMP will require a private easement. He also stated that for the main circuit it will be required to have road access if they are considering moving any poles to the rear of businesses etc. Councilman Vela requested a list of all of the TNMP poles and what utilities are on each. Mr. Herrera and Ms. Moore agreed that they could get with the "Joint Use" representative to provide that information to the City. Discussion was had about changing all poles to metal poles along Gordan Street. It was clarified that if the poles are rerouted, buried or replaced, the City would incur all the cost. The possibility of concrete or fiberglass poles was discussed as well. It was also clarified that the last utility to remove their lines is responsible for removing the pole; if it is not removed, TNMP can come out and remove it. Moving forward, a decision must be made about what can be rerouted, which poles can be replaced and possibly upgraded, and the cost of all the options. It was also recommended to contact all the various utilities, starting with AT&T, to clean up what can be cleaned up and make plans for the future. TNMP will send the City what they have on record as far as pole locations and attached utilities. It was discussed bringing all this information, once it is compiled, to a future workshop for further discussion.

### **ADJOURNMENT**

Mayor Horn adjourned the meeting at 7:21 p.m.

PASSED and APPROVED the 16th of March, 2023.

ATTEST:

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Paul A. Horn, Mayor

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Dixie Roberts, City Secretary



# AGENDA COMMENTARY

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**Meeting Date:** 3/16/2023

**Department:** City Secretary

**Contact:** Dixie Roberts, Asst. City Manager/City Secretary

**Agenda Item:** Proclaim the month of April 2023 as Fair Housing month in the City of Alvin, Texas.

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**Type of Item:** Action Item

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**Summary:** This proclamation is listed under the Consent Agenda as it will not be formally presented at the City Council meeting. This is required by Brazoria County for Community Development Block Grants. Staff recommends proclaiming the Month of April 2023 as Fair Housing month in the City of Alvin as requested.

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**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:**

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**Supporting documents attached:**

1. Fair Housing 2023 Proclamation
- 

**Recommendation:** Move to approve the month of April 2023 as Fair Housing Month in the City of Alvin.

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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

# PROCLAMATION

**WHEREAS**, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April of each year designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and

**WHEREAS**, the City of Alvin affirmatively supports the efforts of the Federal Government and the State of Texas to assure equal access to all Americans to rental housing and homeownership opportunities; and

**WHEREAS**, the City of Alvin welcomes this opportunity to reaffirm its commitment to provide equal access to housing to all of its residents without regard to race, color, religion, sex, disability, familial status, national origin or source of income; and

**WHEREAS**, the City of Alvin affirmatively supports programs that will educate the public concerning their rights to equal housing opportunities and to participate in efforts with other organizations to assure every person their right to fair housing; and

**WHEREAS**, the City of Alvin is honored to join the Federal Government, the State of Texas, and local jurisdictions across America in celebrating the rich diversity of our people and the right of all citizens to live where they choose without fear of discrimination.

**NOW, THEREFORE**, be it resolved, the City of Alvin, does hereby proclaim April as the month to celebrate and honor all efforts which guarantee the right to live free of discriminatory housing practices and proclaim this month as:

## **“FAIR HOUSING MONTH”**

and urge all local officials and public and private organizations to join activities designed to further Fair Housing objectives.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of the City of Alvin to be affixed this the 16<sup>th</sup> day of March 2023.





# AGENDA COMMENTARY

Meeting Date: 3/16/2023

Department: City Manager

Contact:

**Agenda Item:** Consider Ordinance 23-E, amending Chapter 15, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 15-115 to allow funds to be used toward beautification activities in the form of landscaping and tree planting and the maintenance thereof; to improve public property; providing for severability and setting forth other provisions related thereto.

**Type of Item:** Ordinance

**Summary:** One of the intents of the Tree Fund is to provide funding for the replacement or replanting of trees that are removed during construction, development, or redevelopment. Under the current Ordinance, the funds collected and deposited in the Tree Fund are limited to being used to purchase and replace trees. During the City Council workshop on March 7, 2023, it was recommended that the Tree Fund Ordinance be amended to allow funds to be used for landscaping, and tree planting and the maintenance thereof to improve public property.

Staff recommends adoption of Ordinance 23-E.

**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:** 3/9/2023 SLH

**Finance Review Required:** N/A ☒ Required ☐

**Date Completed:** ☐

## Supporting documents attached:

1. Ord 23-E; Tree Preservation Amendment
2. Chap 15 - Article IX; Tree Preservation

**Recommendation:** Move to approve Ordinance 23-E, amending Chapter 15, Offenses and Miscellaneous Provisions of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Section 15-115 to allow funds to be used toward beautification activities in the form of landscaping and tree planting and the maintenance thereof; to improve public property; providing for severability and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

## ORDINANCE 23-E

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CHAPTER 15 OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE IX - TREE PRESERVATION, SECTION 15-115 - TREE FUND, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, TO PROVIDE THAT FUNDS RECEIVED MAY BE USED FOR BEAUTIFICATION ACTIVITIES FOR THE IMPROVEMENT OF PUBLIC PROPERTY WITHIN THE TERRITORIAL LIMITS OF THE CITY; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND RELATED MATTERS.**

**WHEREAS**, the City Council of the City of Alvin, Texas (“City”), desires to preserve trees as an important public resource enhancing the quality of life and the general welfare of the City and enhancing its unique character and physical, historical and aesthetic environment; and

**WHEREAS**, the City Council desires to promote and protect the health, safety, and welfare of the public by creating an urban environment that is aesthetically pleasing through an enhanced quality of life.

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

**Section 1.** That Section 15-115 “Tree Fund” of the Code of Ordinances, City of Alvin, Texas, is hereby amended to read as follows:

...

### **Sec. 15-115. Tree fund.**

There is hereby established a tree fund, which shall be administered by the city manager or designee. All revenues and penalties received pursuant to this section, or for the enforcement thereof, and any donations or grant monies received to achieve tree preservation, replacement, or other landscaping initiatives, shall be deposited into the tree fund. Monies in the tree fund may be used toward beautification activities in the form of landscaping, tree plantings and the like and for the maintenance thereof to improve public property but may not be used in any manner that will profit the grantee. Tree replacement fees shall be calculated at the rate of \$250.00 per tree. The amount paid to the tree fund shall be applied at a maximum of \$2,500.00 per acre (or fraction thereof) with a maximum total payment of \$100,000.00 per development.

...

**Section 2.** **Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to

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

**Section 3.**     **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*.

**Section 4.**     **Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

**PASSED AND APPROVED** on first and final reading on the 16<sup>th</sup> day of March 2023.

**CITY OF ALVIN, TEXAS:**

**ATTEST**

By: \_\_\_\_\_

Paul A. Horn, Mayor

By: \_\_\_\_\_

Dixie Roberts, City Secretary

## **ARTICLE IX. TREE PRESERVATION**

### **Sec. 15-106. Intent.**

The terms and provisions of this article are intended to accomplish the following public purposes.

- (1) Establish rules and regulations governing the protection and preservation of native or established trees within the city.
- (2) Encourage the protection of healthy and desirable trees and provide for the replacement or replanting of trees that are necessarily removed during construction, development or redevelopment.
- (3) Provide for the preservation and protection of larger native or established trees which provide a valuable amenity to the urban environment.
- (4) Provide for shade, windbreaks and the cooling of air.
- (5) Provide for open space and more efficient drainage of land, thereby reducing the effects of soil erosion and the need for additional drainage facilities.
- (6) Provide for the reduction of noise and glare and the visual impact of industrial and commercial uses near residential areas.

(Ord. No. 17-D, § 2, 3-2-17)

### **Sec. 15-107. Purpose and applicability.**

The following regulations are created for the purpose of preserving trees to enhance the quality of life and the general welfare of the city. The provisions herein shall apply to all new residential subdivisions and commercial lots requiring a building permit or site plan. These regulations are enacted on the effective date of this article for property within the corporate limits of the city.

(Ord. No. 17-D, § 2, 3-2-17)

### **Sec. 15-108. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Circumference* means the circumference of a tree trunk measured three (3) feet above the ground using an ordinary tape measure. Measurement height shall be taken just above or just below any unusual swells in the trunk as close as possible to the three (3) foot level. For multiple tree trunks the circumference is equal to the circumference of the larger trunk plus one-half (½) the circumference of other trunks.

*Code officer* means the person designated by the city manager to administer and enforce the provisions of this article.

*Commercial lot* means any land or portion of land utilized for commercial purposes.

*Critical root zone* means the area of a tree within a circle centered on the trunk location, the diameter of such circle being one-half (½) the sum of the longest and shortest dripline diameters.

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*Damage* means any action to a tree which would reasonably be expected to result in a tree's death, either immediately or after a reasonable period of time. Without limiting this definition, some examples of damage are severing the main trunk or large branches or large roots, girdling, poisoning, carving, mutilating, touching with live wires, piercing with nails or spikes, crushing or exposing the roots, covering a substantial part of the critical root zone, or compacting a substantial part of the soil in the critical root zone.

*Dripline* means an imaginary circle drawn around a tree extending to the outer tips of the largest branches.

*Located* means within a subject site if any part of the subject tree is within the subject site at ground level.

*Person* means any individual, entity, corporation, organization, unincorporated organization, partnership, or any other form of entity.

*Residential subdivision* means an area to be divided into three (3) or more lots for building residential homes.

*Subject site* means:

- (1) Any lot, tract, or parcel of land;
- (2) Any portion of an adjoining lot, tract, or parcel of land under common ownership with the first lot, tract, or parcel of land, and which is not part of another subject site; and
- (3) Any area out to the centerline of a street abutting a lot, tract, or parcel of land.

*Tree* means a woody plant, having one well-defined stem or trunk and a defined crown, and which is either:

- (1) Grown to at least one-third ( $\frac{1}{3}$ ) of its projected mature height; or
- (2) Has a circumference of nineteen (19) inches or more.

*Tree list* means a list of trees who meet the definition of a tree in the aforementioned section limited to the following:

*Common name:*

Baldcypress

Chinese Pistache

Elm

Hickory

Magnolia

Maple

Mexican Plum

Oak

Pecan

Pine

River Birch

Redbud

Savannah Holly

Sycamore

Texas Persimmon

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*Tree disposition plan* means a plan which specifies how trees and critical root zones will be protected from a proposed development. The tree disposition plan shall specify trees to be relocated, removed or replaced. The tree disposition plan shall include a tree survey showing the location of all trees, circumference of each, type of each, and crown area (dripline) of each. The tree survey shall be reviewed by the city manager or their designee.

*Visibility triangle* means the area at a street corner lying within a triangle beginning at the precise intersection point of the curbs of each of the two (2) streets forming the corner and extending twenty-five (25) feet along each curb line away from the curb intersection point, with the third side being determined by drawing a straight line connecting the ends of such twenty-five (25) foot extensions. If there is no curb on such a street, the twenty-five (25) feet shall follow the central flow line of the ditch paralleling the uncurbed street. The visibility triangle may include both public and private property.

(Ord. No. 17-D, § 2, 3-2-17)

### **Sec. 15-109. Tree destruction permit required; exceptions.**

- (a) It shall be unlawful for any person to remove, or to intentionally or with criminal negligence, damage any tree or trees listed on the tree list within the city without having first obtained from the city a tree destruction permit, unless otherwise exempted under this chapter.
- (b) Exceptions. No tree destruction permit shall be required in the following situations:
  - (1) The removal of the tree is necessary for safety reasons, including but not limited to branches overhanging a structure, severely leaning trees or trees with a seriously damaged root system which pose a reasonable threat of falling.
  - (2) An employee of a public utility or authorized contractor working in a dedicated right-of-way drainage or utility easement may in the course of business prune that portion of a tree which prohibits the safe construction, operation, repair or maintenance of a service line or facility. Trees must be pruned no more than is reasonably necessary for the construction, operation, repair or maintenance of the service line or facility, and shall be in accordance with specifications set forth by the National Association of Arborists.
  - (3) Any person may remove all or a portion of a tree that has disrupted a public utility service due to tornado storm, flood or other act of God, but only that portion of the tree which is necessary to safely restore normal utility service.
  - (4) All persons involved in the planting or transplanting of trees shall be exempt for the terms and provisions of this section only in relation to those trees planted and grown for the sale or intended sale to the general public or being actively used for agricultural purposes.
- (c) It shall be an affirmative defense to prosecution under this chapter that immediate action to remove, damage or kill the tree in question was necessary to prevent harm to persons or property.

(Ord. No. 17-D, § 2, 3-2-17)

### **Sec. 15-110. Criteria for issuance of tree destruction permit.**

- (a) An application for a tree destruction permit must be made by the owner or owner's agent of the subject site on which an affected tree is located.
- (b) A tree destruction permit shall be issued without cost or conditions if the tree in question is diseased, severely damaged, or dead.

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- (c) A tree destruction permit shall be issued if the tree in question constitutes an unreasonable impediment to the use and enjoyment of the subject site.
  - (d) Except for trees which constitute an unreasonable impediment to the use and enjoyment of the subject site, a tree destruction permit shall not be issued for the removal of or damage to a tree with a circumference larger than seventy-two (72) inches unless the tree is severely damaged, diseased, or dead.
  - (e) A tree destruction permit may be issued if the code officer determines the tree in question is too close to other trees causing competition for the same water, soil nutrients, and sunlight.
  - (f) A tree destruction permit may be issued if the destruction of the tree in question is necessary due to construction of a subdivision improvement, for which applicable permits or other approvals have been obtained.

(Ord. No. 17-D, § 2, 3-2-17)

#### **Sec. 15-111. Tree destruction permit conditions.**

A condition for the issuance of each tree destruction permit under this article shall be the planting and maintenance of a replacement tree. Notwithstanding the foregoing, no replacement tree shall be required to be planted nearer than thirty (30) feet from the trunk of another tree existing on the subject site, within the critical root zone of another tree existing on the subject site, or within areas covered by buildings, enclosed structures, or swimming pools. If there is no point or location on a subject site outside the above-described excepted areas, no replacement tree shall be required. Provided further, the tree for which a tree destruction permit is requested shall not be deemed to be another tree existing on the subject site.

(Ord. No. 17-D, § 2, 3-2-17)

#### **Sec. 15-112. Tree disposition plan.**

No tree destruction permit shall be issued, for the construction, alteration, remodeling, or destruction of any building or structure, or any subdivision improvement, unless the applicant therefor has submitted to the code officer, and received approval therefor in accordance with this article, a tree disposition plan, tree survey, together with a plan for the protection and preservation of each tree impacted by any such activity. Tree loss protective measures shall be taken for all trees on the tree list subject to danger unless removal thereof is required because of the proposed location of the building, structure, or improvement. Under a tree disposition plan, a tree on the tree list with a circumference of more than seventy-two (72) inches shall not be removed or damaged unless the tree is diseased, severely damaged, or dead. The city manager, or designee, shall promulgate administrative guidelines for tree disposition plans. No tree disposition plan shall be approved except in conformance with such guidelines. Tree disposition plans accepted in connection with a building permit, subdivision plan or site plan shall be valid only for the period of the building permit or site plan validity.

(Ord. No. 17-D, § 2, 3-2-17)

#### **Sec. 15-113. Replacement trees.**

- (a) If a tree on the tree list is required to be removed, it shall be replaced by a tree of equal or greater size, both as to height and circumference. Such replacement tree(s) shall be required to have a minimum circumference of nine (9) inches and have a minimum height of twelve (12) feet. Larger trees may be replaced by up to five (5) trees, provided that the replacement trees equal the circumference of the tree that was removed. Provisions shall be made for maintenance of all replacement trees so as to reasonably assure survival and normal growth for a period of one year after planting. Fiscal security shall be posted in the

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amount equal to the prevailing rate for installed trees with a one-year guarantee. A one-year maintenance bond valued at fifty (50) percent of the cost of the planting value of the trees valid for one year. No replacement tree shall be approved unless it complies with the minimum standards contained in this article, and is of a variety appearing on the list of approved replacement trees in subsection (b) of this section.

- (b) A replacement tree shall be either of the same type as the tree which was removed, or one of the following preferred trees including, but are not specifically restricted to the list below:

*Common name:*

Bur Oak

Live Oak

Shumard Oak

Southern Red Oak

Texas Oak

Water Oak

White Oak

American Elm

Cedar Elm

Chinese Elm

Chinese Pistache

American Sycamore

Baldcypress

Loblolly Pine

Red Maple

River Birch

Southern Magnolia

Savannah Holly

- (c) Replacement trees shall be planted prior to the issuance of the certificate of occupancy or project release.
- (d) Visibility triangle. It shall be unlawful for any person to plant, grow or maintain any plant material except a tree, within a visibility triangle, if the plant has, or probably will have, a height greater than three (3) feet above the street. It shall be unlawful for any person to plant, grow or maintain a tree which has branches or foliage within or above the visibility triangle at a height lower than twelve (12) feet above the street. It is presumed that a person who owns or controls real property within the city maintains all trees and plants on that property. The city may enter a visibility triangle and remove growths prohibited by this section, and there shall be no liability to others for taking or not taking such action.
- (e) Replacement trees should be planted on the site or easement from which the existing trees are to be removed. If this is not feasible, a fee in lieu may be paid to the established tree fund equal to the replacement cost of the required replacement trees as set out in section 15-115.
- (f) If an owner has been issued a tree disposition permit which requires planting of replacement tree(s), liability for planting replacement tree(s) shall transfer to any or all subsequent owners of the subject site.



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(Ord. No. 17-D, § 2, 3-2-17)

#### **Sec. 15-114. Tree protection—Prohibited activities during construction.**

The following activities shall be prohibited within the limits of the dripline of any tree subject to this article.

- (a) *Material storage.* No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the dripline of any tree.
- (b) *Equipment cleaning or liquid disposal.* No equipment may be cleaned or other liquids deposited within the limits of the dripline of any tree. This would include, but is not limited to, paint, oil, solvents, asphalt, concrete, mortar or other materials.
- (c) *Tree attachments.* No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
- (d) *Vehicular traffic.* No vehicle, construction equipment or parking is allowed within the limits of the dripline of any tree.

(Ord. No. 17-D, § 2, 3-2-17)

#### **Sec. 15-115. Tree fund.**

There is hereby established a tree fund, which shall be administered by the city manager or designee. All revenues and penalties received pursuant to this section, or for the enforcement thereof, and any donations or grant monies received to achieve the purpose of tree preservation or replacement, shall be deposited into the tree fund. Monies in the tree fund may be used to ward beautification activities in the form of landscaping and tree planting and the maintenance thereof; ~~purchase trees required for replacement and trees~~ to improve public property but may not be used in any manner that will profit the grantee. Tree replacement fees shall be calculated at the rate of two hundred fifty dollars (\$250.00) per tree. The amount paid to the tree fund shall be applied at a maximum of two thousand five hundred dollars (\$2,500.00) per acre (or fraction thereof) with a maximum total payment of One hundred thousand dollars (\$100,000.00) per development.

(Ord. No. 17-D, § 2, 3-2-17)

#### **Sec. 15-116. Penalty.**

Whenever in this code or in any other ordinance of the city, any act is prohibited or is made or declared to be unlawful or an offense, or the doing of any act is required or the failure to do any act is declared to be unlawful, the violation of such provision of this code or any city ordinance shall be a violation where no specific penalty is provided therefor.

- (a) *Fine.* A violation of any provision of this chapter, a permit issued under this chapter or any condition of a permit issued under this chapter shall be a violation and punishable by a fine as set forth in section 1-5 [of this Code.]

The removal of a tree in violation of this chapter, in violation of a permit or any condition of a permit issued under this chapter shall be a separate offense for each tree. Failure to comply with the provisions of this chapter or a permit or any condition of a permit issued under this chapter shall be a separate offense each day the failure to comply continues.

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(Supp. No. 37)

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- (b) *Administrative fee.* In addition to any fine, the court may impose an administrative fee as restitution for the enforcement costs incurred by the city. This fee may be imposed upon any person who violates any provision of this chapter or who violates any permit or condition of any issued under this chapter.

(Ord. No. 17-D, § 2, 3-2-17)

### **Sec. 15-117. Appeals.**

Any person aggrieved by a decision of the code officer under this article may appeal such decision to the planning commission by written notice to the city secretary thereof, not less than twenty (20) days following entry of the decision appealed. Upon any such appeal the code officer shall forthwith submit all applicable records and findings to the planning commission as part of the record of such appeal. If the planning commission determines that an error has been made in the application of any provision hereof, it shall reverse or modify the decision of the code officer and issue such orders as it deems necessary and appropriate.

The decision of the planning commission is final and binding upon the aggrieved person.

(Ord. No. 17-D, § 2, 3-2-17)



# AGENDA COMMENTARY

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**Meeting Date:** 3/16/2023

**Department:** Finance

**Contact:** Michael Higgins, Director of  
Administrative Services

**Agenda Item:** Consider approval of Ordinance 23-F, amending the City of Alvin 2021-2022 fiscal year-end budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached Exhibit A.

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**Type of Item:** Ordinance

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**Summary:** Each fiscal year-end, the City amends the budget to appropriate expenditures which occurred during the year. Reason being, under certain circumstances, the City has more definite cost information at year-end. FY 2021-2022 is nearing completion and has the need to make a number of budget adjustments as a way to put the final FY 2021-2022 budget in line with actual (approved and/or authorized) expenditures. These adjustments include increases and decreases in budget appropriations in comparison to actual expenditures and revenues. Per the City's auditor's recommendation, we should do a batch or closing budget amendment at fiscal year-end to capture expenditures and/or revenues from the year that require a budget amendment.

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|                                                                                                                                                   |                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>Funding Expected:</b> Revenue <input checked="" type="checkbox"/> Expenditure <input checked="" type="checkbox"/> N/A <input type="checkbox"/> | <b>Budgeted Item:</b> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> |
| <b>Funding Account:</b> _____ <b>Amount:</b> _____                                                                                                | <b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                         |
| <b>Legal Review Required:</b> N/A <input type="checkbox"/> Required <input checked="" type="checkbox"/>                                           | <b>Date Completed:</b> _____                                                                                           |
| <b>Finance Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>                                                    | <b>Date Completed:</b> _____                                                                                           |

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**Supporting documents attached:**

1. Ord 23-F; End of Year Budget Amendment
  2. Exhibit A
- 

**Recommendation:** Move to approve Ordinance 23-F, amending the City of Alvin FY22 Budget by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in the attached "Exhibit A".

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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

**ORDINANCE NO. 23-F**

**AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, AMENDING CITY OF ALVIN ORDINANCE NO. 21-M, PASSED AND APPROVED SEPTEMBER 2, 2021, AN ORDINANCE APPROVING AND ADOPTING THE CITY OF ALVIN'S BUDGET FOR FISCAL YEAR 2022; FOR THE PURPOSE OF AMENDING THE MID-YEAR BUDGET AND PROVIDING FOR SUPPLEMENTAL APPROPRIATION AND/OR TRANSFER OF CERTAIN FUNDS AS SET FORTH IN THE ATTACHED EXHIBIT "A;" PROVIDING FOR SEVERABILITY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS;**

**Section 1.** That the City of Alvin 2022 Fiscal Year Budget is hereby amended by increasing (decreasing) certain expenditures and increasing (decreasing) certain revenues to the individual budget accounts in all funds set forth in Exhibit "A" attached hereto and incorporated herein by reference.

**Section 2. Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Local Government Code.

**PASSED and APPROVED** on first reading on the 19th day of March 2023.

**CITY OF ALVIN, TEXAS:**

**ATTEST**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary

**Exhibit A**

City of Alvin  
FY22 Year-End  
Budget Amendment

|                                                   |                                  | FY22<br>Budget<br>Amendments | Comments                                                                                                                                                                                 |
|---------------------------------------------------|----------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fund: 100 - DISASTER FUND                         |                                  |                              |                                                                                                                                                                                          |
| Expense                                           |                                  |                              |                                                                                                                                                                                          |
| Department: 9001 - Debt Service                   |                                  |                              |                                                                                                                                                                                          |
| 100-9001-00-7135                                  | Transfer to Sales Tax Fund (312) | 306,572.02                   | Transfer funds from the Hurricane Harvey Disaster Fund to the Sales Tax Street/Drainage Fund to account and pay for the repair of Mustang Bayou. Approved by City Council on 08/05/2021. |
|                                                   | Total Expenses                   | 306,572.02                   |                                                                                                                                                                                          |
|                                                   |                                  |                              |                                                                                                                                                                                          |
| Fund: 111 - GENERAL OPERATING FUND                |                                  |                              |                                                                                                                                                                                          |
| Expenses                                          |                                  |                              |                                                                                                                                                                                          |
| Department: 1004 - City Manager Office            |                                  |                              |                                                                                                                                                                                          |
| 111-1004-00-1001                                  | Salaries                         | 10,200.00                    | Payout of 231 hours of accrued vacation hours from FY 2013 through FY 2018. (before commencement of CM contract).                                                                        |
| Department: 1005 - Economic Development           |                                  |                              |                                                                                                                                                                                          |
| 111-1005-00-3190                                  | Communications                   | 470.00                       | AT&T                                                                                                                                                                                     |
| 111-1005-00-3170                                  | Professional Development         | 530.00                       | Training and Certification                                                                                                                                                               |
|                                                   |                                  | 1,000.00                     |                                                                                                                                                                                          |
| Department: 2502 - Municipal Court/Judge Division |                                  |                              |                                                                                                                                                                                          |
| 111-2502-19-1019                                  | Municipal Judger Retainer        | 1,050.00                     | Council approved an increase for Judge Merkel on 02/17/22.                                                                                                                               |
| Department: 3502 - Fire                           |                                  |                              |                                                                                                                                                                                          |
| 111-3502-00-3250                                  | General Insurance                | 85,000.00                    | Amendment for first full year of Windstorm insurance coverage for new Fire/EMS building.                                                                                                 |
|                                                   | Total Expenses                   | 96,720.00                    |                                                                                                                                                                                          |
|                                                   |                                  |                              |                                                                                                                                                                                          |
| Fund: 126 - FIRE CAPITAL FUND                     |                                  |                              |                                                                                                                                                                                          |
| Expenses                                          |                                  |                              |                                                                                                                                                                                          |
| Department: 3502 - Fire                           |                                  |                              |                                                                                                                                                                                          |
| 126-3502-00-4150                                  | Machinery & Equipment            | 609,000.00                   | Purchase of Pumper/Tanker Fire Truck from Metro Fire Apparatus Specialists approved by City Council on 03/04/2021.                                                                       |
|                                                   | Total Expenses                   | 609,000.00                   |                                                                                                                                                                                          |
|                                                   |                                  |                              |                                                                                                                                                                                          |
| Fund: 127 - TREE PRESERVATION FUND                |                                  |                              |                                                                                                                                                                                          |
| Revenues                                          |                                  |                              |                                                                                                                                                                                          |
| 127-409144                                        | Tree Preservation Revenue        | 90,000.00                    | Receipt of funds from the Watermark Development for tree disposition                                                                                                                     |
|                                                   | Total revenues                   | 90,000.00                    |                                                                                                                                                                                          |
|                                                   |                                  |                              |                                                                                                                                                                                          |
| Expenses                                          |                                  |                              |                                                                                                                                                                                          |
| Department: 7001 - Parks and Recreation           |                                  |                              |                                                                                                                                                                                          |
| 127-7001-00-2450                                  | Botany Supplies                  | 800.00                       | Dead tree at City pool paid for in FY22.                                                                                                                                                 |
|                                                   | Total expenses                   | 800.00                       |                                                                                                                                                                                          |
|                                                   |                                  |                              |                                                                                                                                                                                          |
| Fund: 311 - GENERAL CAPITAL PROJECTS FUND         |                                  |                              |                                                                                                                                                                                          |
| Expenses                                          |                                  |                              |                                                                                                                                                                                          |
| Department: 6006 - Public Services Facility       |                                  |                              |                                                                                                                                                                                          |
| 311-6006-00-4150                                  | Machinery & Equipment            | 110,000.00                   | Purchase of Emergency generators - budgeted in the Utility Projects Fund.                                                                                                                |
| Department: 7001 - Parks and Recreation           |                                  |                              |                                                                                                                                                                                          |
| 311-7001-00-4100                                  | Recreation Station Renovation    | 83,000.00                    | Renovation was budgeted in FY21. Carryover from FY21 budget.                                                                                                                             |
|                                                   | Total expenses                   | 193,000.00                   |                                                                                                                                                                                          |
|                                                   |                                  |                              |                                                                                                                                                                                          |
| Fund: 411 - DEBT SERVICE FUND                     |                                  |                              |                                                                                                                                                                                          |
| Department: 4001 - Debt Service                   |                                  |                              |                                                                                                                                                                                          |
| 411-4001-00-5001                                  | Principal Debt Payments          | 220,000.00                   | Early payoff of General Obligation Bond -- as requested by councilman.                                                                                                                   |
|                                                   | Total expenses                   | 220,000.00                   |                                                                                                                                                                                          |
|                                                   |                                  |                              |                                                                                                                                                                                          |

**Exhibit A**

City of Alvin  
FY22 Year-End  
Budget Amendment

|                                             |                          | FY22<br>Budget<br>Amendments | Comments                                                                                                                                                            |
|---------------------------------------------|--------------------------|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Expenses</b>                             |                          |                              |                                                                                                                                                                     |
| Department: 1007 - Cemetery Administration  |                          |                              |                                                                                                                                                                     |
| 511-1007-00-7100                            | Transfer to General Fund | 4,600.00                     | Reimburse General Fund for Engineering staff's administrative hours related to Cemetery Operations --staking the gravesites for burial and placement of headstones. |
|                                             | <b>Total Expenses</b>    | <b>4,600.00</b>              |                                                                                                                                                                     |
|                                             |                          |                              |                                                                                                                                                                     |
| <b>Fund: 512 - DONATION FUND</b>            |                          |                              |                                                                                                                                                                     |
| <b>Expenses</b>                             |                          |                              |                                                                                                                                                                     |
| Department: 1007 - Cemetery Administration  |                          |                              |                                                                                                                                                                     |
| 512-1007-00-2450                            | Botany Supplies          | 125.00                       | Replaced live oak tree that died.                                                                                                                                   |
| 512-7001-00-3100                            | Contract Services        | 6,000.00                     | Annual 4th of July Firework display                                                                                                                                 |
| 512-7001-02-2125                            | General Supplies         | 10.00                        | Photo prints for Senior Center                                                                                                                                      |
|                                             | <b>Total Expenses</b>    | <b>6,135.00</b>              |                                                                                                                                                                     |
|                                             |                          |                              |                                                                                                                                                                     |
| <b>Fund: 513 - SENIOR FUND</b>              |                          |                              |                                                                                                                                                                     |
| <b>Expenses</b>                             |                          |                              |                                                                                                                                                                     |
| Department: 7001 - Parks and Recreation     |                          |                              |                                                                                                                                                                     |
| 513-7001-02-2278                            | Senior Activity Supplies | 2,400.00                     | Increased Senior Activity in FY22.                                                                                                                                  |
|                                             | <b>Total Expenses</b>    | <b>2,400.00</b>              |                                                                                                                                                                     |
|                                             |                          |                              |                                                                                                                                                                     |
| <b>Fund: 802 - TIRZ #2 KENDALL LAKES T4</b> |                          |                              |                                                                                                                                                                     |
| <b>Revenues</b>                             |                          |                              |                                                                                                                                                                     |
| 802-400005                                  | Current Tax Collections  | 86,000.00                    | Property Tax receipts in the Kendall Lakes TIRZ exceeded budget expectation.                                                                                        |
|                                             | <b>Total Revenues</b>    | <b>86,000.00</b>             |                                                                                                                                                                     |
|                                             |                          |                              |                                                                                                                                                                     |
| <b>Expenses</b>                             |                          |                              |                                                                                                                                                                     |
| Department: 8501 - TIRZ #2 Kendall Lakes    |                          |                              |                                                                                                                                                                     |
| 802-8501-00-3105                            | Payments to RD Authority | 80,000.00                    | Payments to the Kendall Lakes Redevelopment Authority increased as a result of the increase in receipt of TIRZ #2 tax collections.                                  |
|                                             | <b>Total Expenses</b>    | <b>80,000.00</b>             |                                                                                                                                                                     |



# AGENDA COMMENTARY

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**Meeting Date:** 3/16/2023

**Department:** Public Services

**Contact:** Brandon Moody, Director of Public Services

**Agenda Item:** Consider a bid award (B-23-04) to DXI Industries, Inc. as the vendor for providing Sodium Hypochlorite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$65,000 per year; and authorize the City Manager to sign the agreement upon legal review.

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**Type of Item:** Action Item

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**Summary:** Sodium Hypochlorite (liquid bleach) is a chemical used to disinfect the effluent (treated wastewater) from the city's wastewater treatment plant.

On February 14, 2023, bids were opened and DXI Industries, Inc. was the lowest qualified bidder for Sodium Hypochlorite at \$2.14 per gallon. Staff recommends approval of this bid award.

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**Funding Expected:** Revenue ☐ Expenditure ☒ N/A ☐

**Budgeted Item:** Yes ☒ No ☐ N/A ☐

**Funding Account:** 211-6003-00-2425 **Amount:** \$65,000

**1295 Form Required?** Yes ☐ No ☒

**Legal Review Required:** N/A ☐ Required ☒

**Date Completed:** 3/9/2023 SLH

**Finance Review Required:** N/A ☐ Required ☒

**Date Completed:** 3/9/2023 MH

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**Supporting documents attached:**

1. B-23-04; Sodium Hypochlorite; Bid Tab
  2. B-23-04; Sodium Hypochlorite; Bid Received; DXI Industries, Inc
  3. 2023 Sodium Hypochlorite Agreement
- 

**Recommendation:** Move to approve a bid award (B-23-04) to DXI Industries, Inc. as the vendor for providing Sodium Hypochlorite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$65,000 per year; and authorize the City Manager to sign the agreement upon legal review.

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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: ☒

## B-23-04

### SODIUM HYPOCHLORITE

#### BID TAB

| VENDOR             | TOTAL BID PRICE | DELIVERY TIME                 |
|--------------------|-----------------|-------------------------------|
| DXI Industries Inc | \$2.14/Gallon   | 2-3 Business Days             |
| PVS Minibulk Inc   | \$2.98/Gallon   | 4 days after receipt of order |
| Univar Solutions   | \$3.04/Gallon   | 3 days                        |





**ADVERTISEMENT AND INVITATION FOR BIDS**

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 no later than 2:00 p.m., Tuesday, February 14, 2023.

Bids will then be publicly opened and read aloud at 2:15 p.m., February 14, 2023, in the City Council Chambers, Alvin City Hall, 216 West Sealy, 2<sup>nd</sup> floor, Alvin, Texas 77511.

**SODIUM HYPOCHLORITE  
B-23-04**

Specifications and proposal documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas, 77511, or may be downloaded from the City's website at [www.alvin-tx.com](http://www.alvin-tx.com).

For proposal information and clarifications contact Francesca Beltran, Executive Secretary, at 281-388-4336.

The City of Alvin reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bids, or parts of bids, which it deems advantageous to the City.

/s/ Dixie Roberts  
Dixie Roberts, City Secretary

Legal Ad:

Publish: Sunday, January 29, 2023

Sunday, February 5, 2023

## **INSTRUCTION TO BIDDERS**

### **1. BIDS, PREPARATION AND SUBMITTAL**

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-23-04      SODIUM HYPOCHLORITE**

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2<sup>nd</sup> floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasurs are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

### **2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

### **3. DELIVERY OF BIDS**

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

### **4. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal cause of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

### **5. IRREGULAR BIDS**

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.



Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

8. TERMS

The terms will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

9. AWARD OF CONTRACT

The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any responsible person or persons which, and results in the best and most economical completion of the

work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

**10. ADDENDA**

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

**11. DISCREPANCIES IN PRICES**

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**12. PAYMENTS**

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:  
City of Alvin  
1100 West Highway 6  
Alvin, Texas 77511  
Attn: Executive Secretary

**13. ASSIGNMENT**

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

**14. STATEMENT OF BIDDER'S QUALIFICATIONS**

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.



After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidders goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

#### 15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

#### 16. INSURANCE AND INDEMNIFICATION

Minimum insurance requirement for successful Proposal shall be as follows:

1.01 Workers' Compensation. Workers' Compensation insurance as defined by the Texas Workers' Compensation Act.

##### A. Definitions

Certification of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project, regardless of whether that person contracted directly with the bidder and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior to executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self-insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

- |     |                                    |             |
|-----|------------------------------------|-------------|
| (1) | Bodily injury and Property Damage: | \$1,000,000 |
|     | General Aggregate Limits:          | \$2,000,000 |

|                                         |           |
|-----------------------------------------|-----------|
| Products/Completed Operations Aggregate |           |
| Limits:                                 | \$500,000 |

1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

- |     |                       |             |
|-----|-----------------------|-------------|
| (1) | Combined Single Limit | \$1,000,000 |
| (2) | Property Damage       | \$500,000   |



The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnity and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the City of any of their employees.

**17. CONFLICT OF INTEREST QUESTIONNAIRE**

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

BID SPECIFICATIONS

**PART 1: GENERAL**

**1.00 DESCRIPTION**

|                             |                          |
|-----------------------------|--------------------------|
| <b>Appearance:</b>          | Clear pale yellow liquid |
| <b>Odor:</b>                | Chlorine                 |
| <b>PH:</b>                  | 12.5-13.5                |
| <b>Specific Gravity:</b>    | 1.16-1.26                |
| <b>Solubility in Water:</b> | Complete                 |

**1.01 SCOPE:** Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standard in sodium hypochlorite production. Chemical shall be produced with RO water for cleanliness.

**1.02 REQUIREMENTS:** 12.5% NAOCL by weight to be delivered to the wastewater treatment plant. Quantity ordered will be between 3,000 and 4,500 gallons per shipment to be distributed at the WWTP located at 7100 County Road 160. The bid price shall be good for one year from the award date. The estimated amount of NAOCL to be consumed for the twelve-month period will be between sixty thousand (60,000) and ninety thousand (90,000) gallons. The chemical shall be bid at a per gallon cost. Upon consent by the vendor and the city, the contract may be extended for up to 12 months.

**1.03 INSURANCE:** Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation & Employers Liability.

**PART 2:**

**1.0 DESCRIPTION**

1. 12% Sodium Hypochlorite



## BID FORM

PROPOSAL IDENTIFICATION: Bid# B-23-04  
SODIUM HYPOCHLORITE

THIS BID IS SUBMITTED TO: Office of City Clerk  
City of Alvin  
216 West Sealy  
Alvin, Texas 77511

1. The undersigned Bidder proposed and agrees, if this bid is accepted, to enter into an agreement with City to perform and furnish all work as specified or indicated in the Bid Documents for the Agreement Price(s) indicated in this bid and in accordance with the other terms and conditions of the bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the Agreement with Bonds and other documents required by the bidding requirements within fifteen (15) days after the date Owner's Notice of Award. The Bidder will only be issued purchase orders after Agreement, bond, and Insurance is received.
3. Bidder agrees to terms. The term will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to process, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

A Corporation, chartered in the State of Delaware, authorized to do business in the State of Texas.

A Partnership, composed of: \_\_\_\_\_.

An Individual, operating under the name of: \_\_\_\_\_.

Respectfully Submitted,

Jal Bakk  
Signature

Janel Bakk  
Typed or Printed Name

Territory Manager  
Position with Company

DXI Industries, Inc.  
Company Name

1919 Jacintoport Blvd.  
Street Address

Houston, TX 77015  
City/State/Zip

281-457-4848  
Phone

281-457-4807  
Fax

BID SUMMARY

|                 |                       |
|-----------------|-----------------------|
| TOTAL BID PRICE | \$2.14 / gallon       |
| DELIVERY TIME   | 2-3 business days ARO |

*No additional charges of any kind will be allowed charged during the term of the contract if not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.*

DXI Industries, Inc.

BID REFERENCES – Sodium Hypochlorite B-23-04

1. City of Alvin – Francesca Beltran 281-388-4336
2. City of Sugar Land – John Bailey 281-275-2002
3. City of Texas City – Mike McKinley – [mmckinley@texascitytx.gov](mailto:mmckinley@texascitytx.gov)



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2023-979973

Date Filed:  
02/06/2023

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DXI Industries, Inc.  
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Alvin, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid # B-23-04  
Sodium Hypochlorite

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   | Morian, S. Reed          | Houston, TX United States                | X                                     |              |
|   | Morian, S. C.            | Houston, TX United States                | X                                     |              |
|   | Karm, R. C.              | Houston, TX United States                | X                                     |              |
|   | Clapsaddle, Brett C.     | Houston, TX United States                | X                                     |              |
|   | Filer, Kurt R.           | Houston, TX United States                | X                                     |              |
|   | Hixon, William L.        | Houston, TX United States                | X                                     |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is Brett C. Clapsaddle, and my date of birth is 08/10/1953.

My address is 300 Jackson Hill Street, Houston, TX, 77007, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 6th day of February, 2023.  
(month) (year)

*Brett C. Clapsaddle*

Signature of authorized agent of contracting business entity  
(Declarant)

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

DXI Industries, Inc.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** Brett C. Clapsaddle, CFO  
DXI Industries, Inc.  
Signature of vendor doing business with the governmental entity

*Brett C. Clapsaddle*

02-06-2023

Date





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                            |                                                     |                        |               |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------|---------------|
| <b>PRODUCER</b><br>Marsh USA, Inc.<br>2929 Allen Parkway, Suite 2500<br>Houston, TX 77019<br><br>CN102106122-DX-GAWU-22-23 | <b>CONTACT NAME:</b>                                | <b>FAX (A/C, No):</b>  |               |
|                                                                                                                            | <b>PHONE (A/C, No, Ext):</b>                        | <b>E-MAIL ADDRESS:</b> |               |
| <b>INSURED</b><br>DXI Industries, Inc.<br>601 W. Industrial Blvd.<br>Cleburne, TX 76033                                    | <b>INSURER(S) AFFORDING COVERAGE</b>                |                        | <b>NAIC #</b> |
|                                                                                                                            | <b>INSURER A:</b> AIG Specialty Insurance Company   |                        | 26883         |
|                                                                                                                            | <b>INSURER B:</b> Zurich American Insurance Company |                        | 16535         |
|                                                                                                                            | <b>INSURER C:</b>                                   |                        |               |
|                                                                                                                            | <b>INSURER D:</b>                                   |                        |               |
|                                                                                                                            | <b>INSURER E:</b>                                   |                        |               |
| <b>INSURER F:</b>                                                                                                          |                                                     |                        |               |

**COVERAGES** **CERTIFICATE NUMBER:** HOU-003988608-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                         | ADDL SUBR INSD WVD                                                                                       | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |                                                                                                          | EG 14260719-04 | 05/01/2022              | 05/01/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 25,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                     |                                                                                                          | BAP 0281372-05 | 05/01/2022              | 05/01/2023              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|          | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                    |                                                                                                          |                |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                        |
| B        | <input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                         | <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | WC 0281374-05  | 05/01/2022              | 05/01/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Alvin is/are included as additional insured (except workers' compensation) where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

## CERTIFICATE HOLDER

|                                                   |                                                                                                                                                                                           |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Alvin<br>1100 W. Hwy 6<br>Alvin, TX 77511 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                   | <b>AUTHORIZED REPRESENTATIVE</b><br><br>Marsh USA Inc.                                                                                                                                    |

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**STATE OF TEXAS** §  
**COUNTY OF BRAZORIA** §

This Agreement is entered into as of the date signed by the City Manager and is executed in two (2) original copies; of which one (1) is to be retained by the City, and one (1) is to be delivered to the Contractor.

**THE CONTRACTOR:**  
**DXI INDUSTRIES, INC.**

**THE CITY:**  
**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Junru Roland, City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/SEAL

ATTEST/SEAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dixie Roberts, City Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# AGENDA COMMENTARY

---

**Meeting Date:** 3/16/2023

**Department:** Public Services

**Contact:** Brandon Moody, Director of Public Services

**Agenda Item:** Consider a bid award (B-23-05) to Hawkins, Inc. as the vendor for providing Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$15,000 per year; and authorize the City Manager to sign the agreement upon legal review.

---

**Type of Item:** Action Item

---

**Summary:** Sodium Bisulfite is used at the Wastewater Treatment Plant following chlorine disinfection prior to discharging the effluent to the receiving water to process and treat the wastewater.

On February 14, 2023, bids were opened, and Hawkins, Inc. was the lowest qualified bidder for Sodium Bisulfite at \$2.71 per gallon. Staff recommends approval of this bid.

---

**Funding Expected:** Revenue ☐ Expenditure ☒ N/A ☐

**Budgeted Item:** Yes ☒ No ☐ N/A ☐

**Funding Account:** 211-6003-00-2425 **Amount:** \$15,000

**1295 Form Required?** Yes ☐ No ☒

**Legal Review Required:** N/A ☐ Required ☒

**Date Completed:** 3/9/2023 SLH

**Finance Review Required:** N/A ☐ Required ☒

**Date Completed:** 3/9/2023 MH

---

**Supporting documents attached:**

1. B-23-05; Sodium Bisulfite; Bid Tab
  2. B-23-05; Sodium Bisulfite; Bid Received; Hawkins
  3. 2023 Sodium Bisulfite Agreement
- 

**Recommendation:** Move to approve a bid award (B-23-05) to Hawkins, Inc. as the vendor for providing Sodium Bisulfite for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$15,000 per year; 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: ☒

## B-23-05

### SODIUM BISULFITE

#### BID TAB

| VENDOR           | TOTAL BID PRICE | DELIVERY TIME |
|------------------|-----------------|---------------|
| Hawkins          | \$2.71/ Gallon  | 3-5 days      |
| Purify           | \$2.78/Gallon   | 48 hours      |
| Univar Solutions | \$3.36/Gallon   | 3 days        |



CITY OF ALVIN

Public Works Department

1100 West Highway 6 • Alvin, Texas 77511 • (281) 388-4325 • [www.alvin-tx.gov](http://www.alvin-tx.gov)

**ADVERTISEMENT AND INVITATION FOR BIDS**

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 no later than 2:00 p.m., Tuesday, February 14, 2023.

Bids will then be publicly opened and read aloud at 2:15 p.m., February 14, 2023, in the City Council Chambers, Alvin City Hall, 216 West Sealy, 2<sup>nd</sup> floor, Alvin, Texas 77511.

**SODIUM BISULFITE  
B-23-05**

Specifications and proposal documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas, 77511, or may be downloaded from the City's website at [www.alvin-tx.org](http://www.alvin-tx.org).

For proposal information and clarifications contact Francesca Beltran, Executive Secretary, at 281-388-4336.

The City of Alvin reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bids, or parts of bids, which it deems advantageous to the City.

/s/ Dixie Roberts  
Dixie Roberts, City Secretary

Legal Ad:

Publish: Sunday, January 29, 2023

Sunday, February 5, 2023

## **INSTRUCTION TO BIDDERS**

### **1. BIDS, PREPARATION AND SUBMITTAL**

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-23-05      SODIUM BISULFITE**

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2<sup>nd</sup> floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in **TRIPLICATE**. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasurs are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

### **2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

### **3. DELIVERY OF BIDS**

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

### **4. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal cause of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

### **5. IRREGULAR BIDS**

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.



Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

8. TERMS

The terms will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

9. AWARD OF CONTRACT

The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any responsible person or persons which, and results in the best and most economical completion of the

work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

**10. ADDENDA**

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

**11. DISCREPANCIES IN PRICES**

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**12. PAYMENTS**

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:  
City of Alvin  
1100 West Highway 6  
Alvin, Texas 77511  
Attn: Executive Secretary

**13. ASSIGNMENT**

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

**14. STATEMENT OF BIDDER'S QUALIFICATIONS**

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.



After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidders goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

#### 15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

#### 16. INSURANCE AND INDEMNIFICATION

Minimum insurance requirement for successful Proposal shall be as follows:

##### 1.01 Workers' Compensation. Workers' Compensation insurance as defined by the Texas Workers' Compensation Act.

###### A. Definitions

Certification of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project, regardless of whether that person contracted directly with the bidder and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior to executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self-insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

|     |                                    |             |
|-----|------------------------------------|-------------|
| (1) | Bodily injury and Property Damage: | \$1,000,000 |
|     | General Aggregate Limits:          | \$2,000,000 |

|  |                                                 |           |
|--|-------------------------------------------------|-----------|
|  | Products/Completed Operations Aggregate Limits: | \$500,000 |
|--|-------------------------------------------------|-----------|

1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

|     |                       |             |
|-----|-----------------------|-------------|
| (1) | Combined Single Limit | \$1,000,000 |
| (2) | Property Damage       | \$500,000   |



The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnify and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the City of any of their employees.

#### 17. CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.

## SODIUM BISULFITE

### B-23-05

#### 1.00 DESCRIPTION

|                             |                          |
|-----------------------------|--------------------------|
| <b>Appearance:</b>          | Clear pale yellow liquid |
| <b>Odor:</b>                | Sulfur                   |
| <b>PH:</b>                  | 3.5-5.0                  |
| <b>Specific Gravity:</b>    | 1.31-1.38                |
| <b>Solubility in Water:</b> | Complete                 |

**1.01 SCOPE:** Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standard in sodium bisulfite production. Chemical shall be a virgin product that is NSF approved. **NOT A BI-PRODUCT.**

**1.02 REQUIREMENTS:** 38-42% NaHSO<sub>3</sub> by weight to be delivered to the City's Wastewater Treatment Plant. Quantity ordered will be a minimum of 1,000 gallons per shipment to be distributed to the Wastewater Treatment Facility. The bid price shall be good for one year from the award date. The estimated amount of NaHSO<sub>3</sub> to be consumed for twelve month period will be between forty thousand (40,000) and sixty thousand (60,000) gallons. The purchased chemical shall be delivered within forty eight hours from the time the order is placed. The chemical shall be bid at a per gallon cost.

**1.03 INSURANCE:** Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation and Employers Liability.



## BID FORM

PROPOSAL IDENTIFICATION: Bid# B-23-05  
SODIUM BISULFITE

THIS BID IS SUBMITTED TO: Office of City Clerk  
City of Alvin  
216 West Sealy  
Alvin, Texas 77511

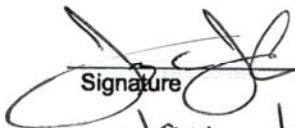
1. The undersigned Bidder proposed and agrees, if this bid is accepted, to enter into an agreement with City to perform and furnish all work as specified or indicated in the Bid Documents for the Agreement Price(s) indicated in this bid and in accordance with the other terms and conditions of the bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the Agreement with Bonds and other documents required by the bidding requirements within fifteen (15) days after the date Owner's Notice of Award. The Bidder will only be issued purchase orders after Agreement, bond, and Insurance is received.
3. Bidder agrees to terms. The term will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to process, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

A Corporation, chartered in the State of Minnesota, authorized to do business in the State of Texas.

A Partnership, composed of: \_\_\_\_\_.

An Individual, operating under the name of: \_\_\_\_\_.

Respectfully Submitted,

  
Signature  
Jay Judge  
Typed or Printed Name  
Regional Manager  
Position with Company  
Hawkins, Inc.  
Company Name  
2830 Spring Cypress Road  
Street Address  
Spring / TX / 77388  
City/State/Zip  
281-705-3008  
Phone  
N/A  
Fax

BID SUMMARY

|                 |                                |
|-----------------|--------------------------------|
| TOTAL BID PRICE | <del>2.71</del> \$2.71 /gallon |
| DELIVERY TIME   | 3-5 days                       |

*No additional charges of any kind will be allowed charged during the term of the contract if not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.*

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

n/a

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

n/a

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

n/a



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

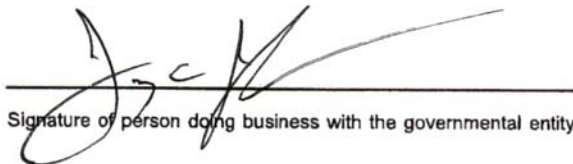
No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

n/a

**7**

  
Signature of person doing business with the governmental entity

02-10-23

Date

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

| 4<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---------------------------------------------|---------------------------------------|--------------|
|                               |                                             | Controlling                           | Intermediary |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |

5 Check only if there is no interested party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**



**STATE OF TEXAS** §  
**COUNTY OF BRAZORIA** §

## DESCRIPTION

## AGREEMENT

**TERM**

Page 78 of 145

This Agreement is entered into as of the date in the first paragraph.

**THE CONTRACTOR:**

**HAWKINS, INC.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/SEAL

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY:**

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_

Junru Roland  
City Manager

Date: \_\_\_\_\_

ATTEST/SEAL

By: \_\_\_\_\_

Dixie Roberts  
City Secretary

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Suzanne L. Hanneman  
City Attorney



# AGENDA COMMENTARY

---

**Meeting Date:** 3/16/2023

**Department:** Public Services

**Contact:** Brandon Moody, Director of Public Services

**Agenda Item:** Consider a bid award (B-23-06) to Hawkins, Inc. as the vendor for providing Polyphosphate for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$35,000 per year; and authorize the City Manager to sign the agreement upon legal review.

---

**Type of Item:** Action Item

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**Summary:** Phosphates have many uses in the treatment of drinking water. They are used to prevent "red" (from iron) and "black" (from manganese) water; to prevent and/or retard scale formation (from mineral depositing) and corrosion (from low pH and/or dissimilar metals) in the water distribution system; and to reduce soluble lead and copper in potable water delivered to the consumer's tap

On February 14, 2023, bids were opened, and Hawkins, Inc. was the lowest qualified bidder for Polyphosphate at \$7.68 per gallon.

---

**Funding Expected:** Revenue ☐ Expenditure ☒ N/A ☐

**Budgeted Item:** Yes ☒ No ☐ N/A ☐

**Funding Account:** 211-6001-00-2425 **Amount:** \$35,000

**1295 Form Required?** Yes ☐ No ☒

**Legal Review Required:** N/A ☐ Required ☒

**Date Completed:** 3/9/2023 SLH

**Finance Review Required:** N/A ☐ Required ☒

**Date Completed:** 3/9/2023 MH

---

**Supporting documents attached:**

1. B-23-06; Polyphosphate; Bid Tab
  2. B-23-06; Polyphosphate; Bid Received; Hawkins
  3. 2023 Polyphosphate Agreement
- 

**Recommendation:** Move to approve a bid award (B-23-06) to Hawkins, Inc. as the vendor for providing Polyphosphate for one (1) year with an option to continue for an additional one (1) year at the same price, terms, and conditions, for an estimated total of \$35,000 per year; 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: ☒

**B-23-06****POLYPHOSPHATE****BID TAB**

| <b>Vendor</b>         | <b>QUANTITY</b> | <b>\$/GALLON</b> | <b>TOTAL</b> | <b>DELIVERY TIME</b> |
|-----------------------|-----------------|------------------|--------------|----------------------|
| AOS Treatment         | 20,000          | \$14.05          | \$281,000    | 48 Hours             |
| Purify                | 20,000          | \$8.25           | \$165,000    | 2 Business days      |
| Hawkins               | 20,000          | \$7.68           | \$153,600    | 3-5 days             |
| Shannon Chemical Corp | 20,000          | \$31.77          | \$635,400    | 1-3 days             |



CITY OF ALVIN

Public Works Department

1100 West Highway 6 • Alvin, Texas 77511 • (281) 388-4325 • [www.alvin-tx.gov](http://www.alvin-tx.gov)

**ADVERTISEMENT AND INVITATION FOR BIDS**

Notice is hereby given that sealed bids addressed to the Honorable Mayor and City Council of the City of Alvin, Texas, will be received in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas 77511 no later than 2:00 p.m., Tuesday, February 14, 2023.

Bids will then be publicly opened and read aloud at 2:15 p.m., February 14, 2023, in the City Council Chambers, Alvin City Hall, 216 West Sealy, 2<sup>nd</sup> floor, Alvin, Texas 77511.

**POLYPHOSPHATE  
B-23-06**

Specifications and proposal documents may be obtained in the office of the City Secretary, 216 West Sealy Street, Alvin, Texas, 77511, or may be downloaded from the City's website at [www.alvin-tx.com](http://www.alvin-tx.com).

For proposal information and clarifications contact Francesca Beltran, Executive Secretary, at 281-388-4336.

The City of Alvin reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bids, or parts of bids, which it deems advantageous to the City.

/s/ Dixie Roberts  
Dixie Roberts, City Secretary

Legal Ad:

Publish: Sunday, January 29, 2023

Sunday, February 5, 2023



## **INSTRUCTION TO BIDDERS**

### **1. BIDS, PREPARATION AND SUBMITTAL**

Bids will be submitted upon the standard bid form without modification or provisions except those required, and each proposal submitted must be completely filled out.

AND marked: **Bid # B-23-06      POLYPHOSPHATE**

To be opened publicly and read aloud at the City Council Chambers, Alvin City Hall, 2<sup>nd</sup> floor, 216 West Sealy, Alvin, Texas 77511.

Bids must be completed and submitted in TRIPLICATE. Each bid shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm agreement.

All figures must be written in ink or typewriter. Figures written in pencil or erasurs are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal. Bids cannot be altered or amended after submission deadline.

The Advertisement to Bidders, Instructions to Bidders, Specification and Compliance, Addenda (if any), and Bid Form contained herein are considered as part of bid and take precedent over the Standard Form Agreement.

### **2. INTENT OF BID DOCUMENTS**

Bidders should fully inform themselves as to call conditions and matters which can in any way affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should be in doubt as to their meaning and intent he should notify the City of Alvin at once and obtain clarification prior to submitting bid.

The submission of a bid by Bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to character, quality and quantity of work to be performed and materials to be furnished.

### **3. DELIVERY OF BIDS**

Bids received prior to the time of opening will be kept securely unopened. Bids received after 2:00pm of the opening date, are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening of the bids. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed or identified. Oral, faxed, or emailed bids will not be considered.

### **4. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written or emailed requests dispatched by the bidder in a time for delivery in the normal cause of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right for withdrawal after the bid has been opened.

### **5. IRREGULAR BIDS**

Bids will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. The City of Alvin reserves the right to waive any irregularities and make the award in his best interest.

Bidders may be disqualified and their proposal not considered for any of the following specific reasons:

- a. Reason for believing collusion exists between the bidders.
- b. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated.
- c. The bidder being interested in any litigation against the City.
- d. The bidder being in arrears or default on any existing contract or having defaulted on a previous contract.
- e. Lack of competency as revealed by the financial state, experience and equipment, questionnaires, etc.
- f. Incomplete work which, in the judgment of the City, will prevent or hinder the prompt completion of additional work if awarded.
- g. Failure to acknowledge on the Bid Form receipt of an Addendum.

#### 6. TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must net exclusive of the above mentioned tax, and will be so construed.

#### 7. BASIS OF AWARD

It is the intent of the City to award the agreement to the bidder submitting the lowest, responsible total bid, meeting all specifications and represents the most advantageous proposal to the City. The City reserves the right to extend any agreement when most advantageous to the City.

In determining the lowest responsible bid, the following elements shall be considered:

- a. The purchase price;
- b. The reputation of the bidder and the bidder's goods or services;
- c. The quality of the bidders goods and services;
- d. The extent to which the goods or services meet the City's needs;
- e. The bidder's past relationship with the City;
- f. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- g. The total long-term cost to the City to acquire the bidder's goods or services; and
- h. Any other criteria specifically listed in this request for bids.

#### 8. TERMS

The terms will be for one (1) year beginning with the issuance of an award letter from the City Clerk's Office. Agreement may be extended for one (1) year with the same terms and conditions. Agreement may be terminated for cause. **Funding out clause:** any agreement resulting from this invitation is subject to annual appropriation of funds by the City of Alvin Council.

#### 9. AWARD OF CONTRACT



The Notice of Award of Agreement shall be given to bidders within sixty (60) days following the date of opening of bids. The City reserves the right to award this agreement to that responsible bidder whose bid, in the opinion of the City, is in the best interest, price and other factors considered or from any responsible person or persons which, and results in the best and most economical completion of the work, in accordance to the laws of the State of Texas, to waive any formality or irregularity, and to reject any or all bids.

**10. ADDENDA**

The City is not bound by any oral representations, clarifications, or changes made in the written specifications. If it becomes necessary to revise any part of the bid documents, the City will issue a written notice to all bidders in the form of Addenda. Addenda to the bid documents issued to bidders prior to the receipt of bids shall be considered part of the Bid Documents. Bidders must acknowledge on the Bid Form, receipt of an Addendum. Bid Forms that not acknowledged are not acceptable and will not be considered.

**11. DISCREPANCIES IN PRICES**

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

**12. PAYMENTS**

Payment will be made to Bidder upon receipt of invoice. City will, either approve the pay request as submitted or return the request indicating in writing the City's reason for refusing to recommend payment (incomplete or unsatisfactory work). Bidder may make necessary corrections and resubmit the payment request.

Bidder's invoice must show, at a minimum, the following information: Purchase order number, person requesting service, unit price quoted for that. The amount will be paid by City within (30) days thereafter.

All invoices will be mailed to:

City of Alvin  
1100 West Highway 6  
Alvin, Texas 77511  
Attn: Executive Secretary

**13. ASSIGNMENT**

The successful bidder may not assign, sell or otherwise transfer this agreement without written permission of the Mayor.

**14. STATEMENT OF BIDDER'S QUALIFICATIONS**

Bidders are to submit, with the Bid Form, the following information:

A list of at least (3) references, in relation to this bid, and includes; Company Name, a contact person and telephone number.

After bids have been opened and prior to making an award, the City reserves the Right to require the lowest bidder to furnish a statement of the bidder's financial resources, his experience, organization and staff for work contemplated.

The City shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the City that the bidder is qualified to properly carry out the terms of this agreement.

In determining the lowest responsible bidder, the following elements shall be considered:

- i. The purchase price;
- j. The reputation of the bidder and the bidder's goods or services;
- k. The quality of the bidders goods and services;
- l. The extent to which the goods or services meet the City's needs;
- m. The bidder's past relationship with the City;
- n. The impact on the ability of the city to comply with laws and rules relating to contracting the historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- o. The total long-term cost to the City to acquire the bidder's goods or services; and
- p. Any other criteria specifically listed in this request for bids.

#### 15. SERVERABILITY

If any section, subsection, paragraph, sentence, clause, phase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion has been omitted.

#### 16. INSURANCE AND INDEMNIFICATION

Minimum insurance requirement for successful Proposal shall be as follows:

1.01 Workers' Compensation. Workers' Compensation insurance as defined by the Texas Workers' Compensation Act.

##### A. Definitions

Certification of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the agreement.

Persons providing services on a project ("subcontractor" in 406.096) – includes all persons or entities performing all or part of the services the bidder as undertaken to perform the project,



regardless of whether that person contracted directly with the bidder and regardless of whether that person has employees.

This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project.

- B. The Bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the bidders providing services on the project, for the duration of the agreement.
- C. The Bidder must provide a certificate of coverage to the City prior to executing award bid letter.
- D. If the coverage period shown on the bidder's current certificate of coverage ends during the duration of the agreement, the bidder must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.
- E. The Bidder shall retain all required certificates of coverage for the duration of agreement and for one year thereafter.
- F. By signing this agreement, the bidder is representing to the City that all employees of the bidder who will provide services on the project will be covered by workers' compensation coverage for the duration of the agreement, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's division of self-insurance regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.
- G. The bidder's failure to comply with any of these provisions is a breach of agreement by the bidder which entitles the City to declare the agreement void if the bidder do not remedy the breach within ten days after receipt of notice of breach from the City.

1.02 Comprehensive General Liability: Comprehensive General Liability (including premises/operations; Independent Contractors Products and Completed Operations; Broad Form Property Damage; Blanket Contractual underground/Explosion/Collapse Hazardous).

|     |                                    |             |
|-----|------------------------------------|-------------|
| (1) | Bodily injury and Property Damage: | \$1,000,000 |
|     | General Aggregate Limits:          | \$2,000,000 |

|  |                                                 |           |
|--|-------------------------------------------------|-----------|
|  | Products/Completed Operations Aggregate Limits: | \$500,000 |
|--|-------------------------------------------------|-----------|

1.03 Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles)

|     |                       |             |
|-----|-----------------------|-------------|
| (1) | Combined Single Limit | \$1,000,000 |
|-----|-----------------------|-------------|

(2) Property Damage

\$500,000

The Bidder will furnish the City with a copy of each insurance policy or endorsements required in connection with this work.

The Bidder shall defend, indemnify and hold harmless, the City and the their respective offices, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefore; and
- (2) Is caused in whole or in part by any negligent act or omission of the Bidder any subcontractor, anyone directly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The Bidder assumes all responsibility and agrees to indemnity and save the City harmless from any and all liability and damage arising out of or in connection with the performance of the Agreement to existing pipelines, utility company services lines, telephone cables or electric power lines and for the liability for all claims suits and judgments by any or all recipients of these services as a result of any interruption of services, whether caused by the Bidder, subcontractor, or his employees, except where such damage or liability arises out of sole negligence of the City of any of their employees.

17. CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity.



**BID SPECIFICATIONS**

**PART 1: GENERAL**

**1.0 DESCRIPTION**

|                             |                                     |
|-----------------------------|-------------------------------------|
| <b>Appearance:</b>          | Liquid                              |
| <b>Color:</b>               | Clear to straw colored clear liquid |
| <b>Odor:</b>                | Odorless                            |
| <b>Boiling Point:</b>       | >100c                               |
| <b>Freezing Point:</b>      | -10-15c                             |
| <b>Solubility in Water:</b> | Complete                            |
| <b>Max Use Level:</b>       | 80mg/L                              |

**1.01 SCOPE:** Furnish the CITY OF ALVIN with a quality product that meets or exceeds field standard in polyphosphate production. PRODUCT MUST BE MADE IN USA. NO SODIUM BASED PRODUCTS.

**1.02 REQUIREMENTS:** Polyphosphate mix ratio must be 25% to be delivered to (5) of the City's Water Well Distribution System sites. Quantity ordered will be a minimum of 250 - 300 gallons per shipment per site to be distributed to the Water Treatment Facilities. Must have wireless remote capabilities for refill purposes at each water well site. Ground storage tank levels for polyphosphate (MG/L) request testing each time a delivery is made. The bid price shall be good for one year from the award date. The estimated amount of Polyphosphate to be consumed for twelve-month period will be between Fifteen thousand (15,000) and Twenty-five thousand (25,000) gallons. The purchased chemical shall be delivered within (2) business days from the time the order is placed. The chemical shall be bid at a per gallon cost.

**1.03 INSURANCE:** Supplier shall furnish to the City, upon award of contract, a copy of their:

1. Comprehensive Vehicle Liability.
2. Workers Compensation & Employers Liability.

**PART 2:**

1. Solutions of neutralized inorganic phosphates are not hazardous materials under Hazardous Materials ACT.
2. Must be blended corrosion inhibitor.
3. The function is corrosion and scale control.

## BID FORM

PROPOSAL IDENTIFICATION:      Bid#   B-23-06  
POLYPHOSPAHTE

THIS BID IS SUBMITTED TO:      Office of City Clerk  
City of Alvin  
216 West Sealy  
Alvin, Texas 77511

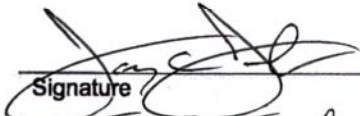
1. The undersigned Bidder proposed and agrees, if this bid is accepted, to enter into an agreement with City to perform and furnish all work as specified or indicated in the Bid Documents for the Agreement Price(s) indicated in this bid and in accordance with the other terms and conditions of the bid Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This Bid will remain subject to acceptance for sixty (60) days after the day of the bid opening. Bidder will sign and submit the Agreement with Bonds and other documents required by the bidding requirements within fifteen (15) days after the date Owner's Notice of Award. The Bidder will only be issued purchase orders after Agreement, bond, and Insurance is received.
3. Bidder agrees to terms. The term will be for one (1) year beginning with the issuance of an award letter from the Purchasing Coordinator. Agreement may be extended for one (1) year with the same terms and conditions.
4. It is understood that the City reserves the right to reject any and all bids and to waive any informality in bids received.
5. The undersigned affirms that they are duly authorized to execute this agreement, that this company, corporation, firm partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to process, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to official opening of this bid.

A Corporation, chartered in the State of Minnesota, authorized to do business in the State of Texas.

A Partnership, composed of: \_\_\_\_\_

An Individual, operating under the name of: \_\_\_\_\_

Respectfully Submitted,

  
Signature \_\_\_\_\_  
Jay Judge  
Typed or Printed Name \_\_\_\_\_  
Regional Manager  
Position with Company \_\_\_\_\_  
Hawkins Inc.  
Company Name \_\_\_\_\_  
2830 Spring Cypress Rd.  
Street Address \_\_\_\_\_  
Spring / TX / 77388  
City/State/Zip \_\_\_\_\_  
281-705-3008  
Phone \_\_\_\_\_  
N/A  
Fax \_\_\_\_\_

BID SUMMARY

| QUANTITY | \$/GALLON        | TOTAL      | DELIVERY TIME     |
|----------|------------------|------------|-------------------|
| 20,000   | \$ 7.68 / gallon | \$ 153,600 | 3 - 5 day<br>lead |

*No additional charges of any kind will be allowed charged during the term of the contract of not noted in bid proposal. Any variations from detailed specifications must be noted. The City of Alvin reserves the rights to increase and decrease the estimated quantities.*



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

N/A

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A



# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

**5** Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☒

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☒

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☒

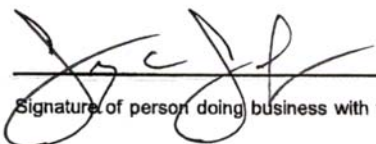
No

D. Describe each affiliation or business relationship.

**6** Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

**7**

  
Signature of person doing business with the governmental entity

02/10/23  
Date

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

| 4<br>Name of Interested Party | City, State, Country<br>(place of business) | Nature of Interest (check applicable) |              |
|-------------------------------|---------------------------------------------|---------------------------------------|--------------|
|                               |                                             | Controlling                           | Intermediary |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |
|                               |                                             |                                       |              |

5 Check only if there is no interested Party. ☐

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

**STATE OF TEXAS** §  
**COUNTY OF BRAZORIA** §

### DESCRIPTION

## AGREEMENT

**TERM**

This Agreement is entered into as of the date in the first paragraph.

**THE CONTRACTOR:**  
**HAWKINS**

**THE CITY:**  
**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Junru Roland  
City Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST/SEAL

ATTEST/SEAL

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Dixie Roberts  
City Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Suzanne L. Hanneman  
City Attorney



# AGENDA COMMENTARY

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**Meeting Date:** 3/16/2023

**Department:** Public Services

**Contact:** Brandon Moody, Director of Public Services

**Agenda Item:** Consider the purchase of a STPH 5.0 Truck Mounted Pothole Patcher from Doggett Freightliner of South Texas, LLC, through The Interlocal Purchasing System (TIPS) for an amount not to exceed \$234,994.00.

---

**Type of Item:** Action Item

---

**Summary:** Utilizing the Interlocal Purchasing System (TIPS) to purchase a Stepp Mfg's STPH 5.0 Asphalt Pothole Patching Truck to be used to heat and reclaim both hot asphalt mix and cold asphalt mix materials, and apply them to roads, parking lots, and bridge decks to repair pothole and/or utility cuts in the roadways. TIPS is a state-approved method of satisfying competitive bid requirements. This purchase was a budgeted item in the FY23 budget.

If approved, this unit is already built and will be delivered to the City on May 1, 2023. The current 2008 Pothole Truck will be taken out of service and auctioned.

---

**Funding Expected:** Revenue ☐ Expenditure ☒ N/A ☐

**Budgeted Item:** Yes ☒ No ☐ N/A ☐

**Funding Account:** 312-5501-00-4250 **Amount:** \$234,994

**1295 Form Required?** Yes ☒ No ☐

**Legal Review Required:** N/A ☒ Required ☐

**Date Completed:** 3/9/2023 SLH

**Finance Review Required:** N/A ☐ Required ☒

**Date Completed:** 3/9/2023 MH

---

**Supporting documents attached:**

1. STPH 5.0 Pothole truck
  2. TIPS Stepp Asphalt Proposal - City of Alvin 3723
- 

**Recommendation:** Move to approve the purchase of a STPH 5.0 Truck Mounted Pothole Patcher from Doggett Freightliner of South Texas, LLC, through The Interlocal Purchasing System (TIPS) for an amount not to exceed \$234,994.00.

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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: ☒









**\*\*The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.**

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on the contract of sale. *La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y quy aparezca en el contrato de venta.* If a credit purchase, this is an offer to purchase only. Buyer offers to purchase vehicle on credit terms described herein and no contractual relationship is created. This order does not constitute an agreement for the extension of credit. Manufacturer/Distributor reserves the right to change the price of new vehicles to Seller without notice. In the event that the price to Seller of the new vehicle ordered hereunder is changed prior to delivery to Buyer, Buyer agrees and accepts that the cash delivered price will be changed accordingly. If the Buyer's used vehicle trade-in is not delivered to the Seller until delivery of the new vehicle, the trade-in will be reappraised at that time and Buyer agrees that such reappraised value shall determine the allowance, if any, made for the trade-in. Buyer agrees to deliver the original bill of sale and the title to an trade-in along with the delivery of the trade-in and further agrees to execute and all documents necessary or required to transfer legal title and ownership to Seller or its assigns. Buyer warrants the trade-in to be his property and free and clear of all liens and encumbrances except as otherwise noted herein. Buyer further warrants that the trade-in has not been declared rebuilt salvage, reconditioned, nonrepairable, or flood damaged and that the emission systems have not been tampered with and are in the condition as originally manufactured, except for ordinary wear, unless so disclosed. Seller makes no representations, concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by government agency, upon which Seller has relied. It is expressly agreed to and understood by Buyer and Seller that in the event of a non-credit transaction, Seller retains a security interest in the purchased vehicle until such time as Buyer has paid the Seller for the vehicle. Buyer agrees to all the above listed charges.

**BUYER'S SIGNATURE:** \_\_\_\_\_ **SELLER'S SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_



# AGENDA COMMENTARY

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**Meeting Date:** 3/16/2023

**Department:** Engineering

**Contact:** Michelle Segovia, City Engineer

**Agenda Item:** Consider a final plat of CRW Ranch Estates (located at 5522 County Road 42), being 25.469 acres located in the Chester S. Gorbett League, abstract 64, Brazoria County, Texas.

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**Type of Item:** Action Item

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**Summary:** On December 1, 2022, the Engineering Department received a Final Plat of CRW Ranch Estates for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) and is located at 5522 County Road 42. This final plat consists of 22 lots, 1 reserve, and 1 block. This plat complies with all requirements of the City's Subdivision Ordinance.

The City Planning Commission unanimously approved the plat at their meeting on February 21, 2023. Staff recommends approval.

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**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:** \_\_\_\_\_

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**Supporting documents attached:**

1. Final Plat CRW Ranch Estates
  2. Ranch Estates Location
- 

**Recommendation:** Move to approve the final plat of CRW Ranch Estates (located at 5522 County Road 42), being 25.469 acres located in the Chester S. Gorbett League, abstract 64, Brazoria County, Texas.

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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: ☒

BRAZORIA COUNTY  
TEXAS

METES AND BOUNDS

ALL THAT CERTAIN 26.593 ACRES OF LAND BEING THAT SAME CALLED 26.06 ACRE TRACT DESCRIBED IN COUNTY CLERK'S FILE 17-016820 OF THE BRAZORIA COUNTY OFFICIAL RECORDS AND CONVEYED TO CLYDE RICHARD WILLIAMS, JR. AND CRW RANCH LLC IN COUNTY CLERK'S FILE 20-034298 OF THE BRAZORIA COUNTY OFFICIAL RECORDS AND SITUATED IN THE C.S. GORBETT LEAGUE, ABSTRACT 44, BRAZORIA COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS USING SURVEY TERMINOLOGY WHICH REFERS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 IN WHICH THE DIRECTIONS ARE LAMBERT GRID BEARINGS AND THE DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS AS FOLLOWS:

BEGINNING AT A FOUND 1/4" IRON ROD IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 42 AND MARKING THE SOUTHEAST CORNER OF A CALLED 8.70 ACRE TRACT CONVEYED TO JUAN G. GARCIA IN COUNTY CLERK'S FILE 21-046704 OF THE BRAZORIA COUNTY OFFICIAL RECORDS. SAME BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT:

THENCE NORTH 2°59'30" WEST, COINCIDENT WITH THE EAST LINE OF SAID GARCIA 8.70 ACRE TRACT. A DISTANCE OF 714.63 FEET TO A FENCE CORNER POST FOR CORNER IN THE SOUTH LINE OF THE SOUTH 1/2 HALF OF A CALLED 28.625 ACRE TRACT CONVEYED TO JAMES ZAPALAC AND LILLIE HAMILTON IN AND BEING THE AGREED UPON NORTH BOUNDARY LINE OF THE HEREIN DESCRIBED TRACT. SAME BEING THE AGREED UPON SOUTH BOUNDARY LINE OF SAID ZAPALAC AND HAMILTON TRACT AND DESCRIBED IN A BOUNDARY LINE AGREEMENT BETWEEN CLYDE RICHARD WILLIAMS, JR. AND CRW RANCH LLC AND JAMES W. ZAPALAC AND LILLIE ANN HAMILTON AND DATED OCTOBER 28, 2022:

THENCE NORTH 87°34'48" EAST. COINCIDENT WITH THE SAID BOUNDARY LINE AGREEMENT LINE, SAME BEING AN OLD BARBED WIRE FENCE LINE, A DISTANCE OF 1665.33 FEET TO A FENCE CORNER POST FOR CORNER IN THE WEST LINE OF A CALLED 10.00 ACRE TRACT CONVEYED TO ANDRE MATTHEWS IN COUNTY CLERK'S FILE 08-055940 OF THE BRAZORIA COUNTY OFFICIAL RECORDS:

THENCE SOUTH 2°28'30" EAST, COINCIDENT WITH THE WEST LINE OF SAID MATTHEWS 10.00 ACRE TRACT, A DISTANCE OF 677.53 FEET TO A FOUND 1/4" IRON ROD FOR CORNER IN THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 42:

THENCE SOUTH 86°18'10" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 42, A DISTANCE OF 1633.21 FEET TO THE POINT OF BEGINNING. CONTAINING 26.593 ACRES OF LAND, MORE OR LESS.

I, CHRISTOPHER C. WACHTSTETTER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, THAT ALL BOUNDARY CORNERS, ANGLE POINTS AND POINTS OF CURVATURE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8") AND A LENGTH OF NOT LESS THAN 37 FEET.



Christopher C. Wachtstetter  
CHRISTOPHER C. WACHTSTETTER  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 6587

LINE DATA TABLE

| NUMBER | DIRECTION    | DISTANCE (FEET) |
|--------|--------------|-----------------|
| L1     | S86° 18'10"W | 70.00           |
| L2     | S86° 18'10"W | 145.60          |
| L3     | S86° 18'10"W | 146.23          |
| L4     | S86° 18'10"W | 146.86          |
| L5     | S86° 18'10"W | 147.46          |
| L6     | S86° 18'10"W | 148.16          |
| L7     | S86° 18'10"W | 148.76          |
| L8     | S86° 18'10"W | 149.41          |
| L9     | S86° 18'10"W | 150.05          |
| L10    | S86° 18'10"W | 251.14          |
| L11    | S86° 18'10"W | 159.62          |
| L12    | S2° 48'30"E  | 156.82          |
| L13    | S2° 48'30"E  | 85.54           |
| L14    | S2° 48'30"E  | 230.56          |
| L15    | S2° 48'30"E  | 174.51          |
| L16    | N87° 34'48"E | 169.33          |
| L17    | N87° 34'48"E | 234.43          |
| L18    | N87° 34'48"E | 141.33          |
| L19    | N87° 34'48"E | 140.38          |
| L20    | N87° 34'48"E | 139.56          |
| L21    | N87° 34'48"E | 138.74          |
| L22    | N87° 34'48"E | 137.92          |
| L23    | N87° 34'48"E | 137.05          |
| L24    | N87° 34'48"E | 136.30          |
| L25    | N87° 34'48"E | 135.53          |
| L26    | N87° 34'48"E | 134.76          |
| L27    | N2° 59'30"W  | 354.78          |
| L28    | N2° 59'30"W  | 329.85          |
| L29    | N2° 59'30"W  | 294.85          |
| L30    | N2° 59'30"W  | 293.59          |
| L31    | N2° 59'30"W  | 292.32          |
| L32    | N2° 59'30"W  | 291.05          |
| L33    | N2° 59'30"W  | 289.77          |
| L34    | N2° 59'30"W  | 288.48          |
| L35    | N2° 59'30"W  | 287.19          |
| L36    | N2° 59'30"W  | 285.90          |
| L37    | N2° 59'30"W  | 192.15          |
| L38    | N2° 59'30"W  | 92.44           |
| L39    | S19° 19'06"E | 80.01           |
| L40    | S41° 40'21"E | 110.91          |
| L41    | S41° 40'21"E | 117.60          |
| L42    | S68° 25'44"E | 195.55          |
| L43    | S68° 25'44"E | 119.22          |
| L44    | N62° 27'37"E | 315.84          |
| L45    | N13° 20'59"E | 80.01           |
| L46    | N27° 33'44"E | 227.67          |
| L47    | N2° 59'30"W  | 302.34          |
| L48    | N2° 59'30"W  | 304.26          |
| L49    | N2° 59'30"W  | 306.18          |
| L50    | N2° 59'30"W  | 308.08          |
| L51    | N2° 59'30"W  | 309.97          |
| L52    | N2° 59'30"W  | 311.84          |
| L53    | N2° 59'30"W  | 313.71          |
| L54    | N2° 59'30"W  | 315.57          |
| L55    | N2° 59'30"W  | 317.41          |
| L56    | N86° 47'59"E | 145.59          |
| L57    | N86° 47'59"E | 146.22          |
| L58    | N86° 47'59"E | 146.85          |
| L59    | N86° 47'59"E | 147.45          |
| L60    | N86° 47'59"E | 148.15          |
| L61    | N86° 47'59"E | 148.75          |
| L62    | N86° 47'59"E | 149.40          |
| L63    | N86° 47'59"E | 150.05          |
| L64    | N86° 47'59"E | 9.96            |
| L65    | S86° 47'59"W | 20.65           |
| L66    | S86° 47'59"W | 141.33          |
| L67    | S86° 47'59"W | 140.38          |
| L68    | S86° 47'59"W | 139.56          |
| L69    | S86° 47'59"W | 138.74          |
| L70    | S86° 47'59"W | 137.92          |
| L71    | S86° 47'59"W | 137.05          |
| L72    | S86° 47'59"W | 136.30          |
| L73    | S86° 47'59"W | 135.53          |
| L74    | S86° 47'59"W | 134.76          |

CURVE DATA TABLE

| NUMBER | ARC LENGTH (FEET) | RADIUS (FEET) | DELTA ANGLE | CHORD DIRECTION | CHORD LENGTH (FEET) |
|--------|-------------------|---------------|-------------|-----------------|---------------------|
| C1     | 83.29             | 70'00"        | 77° 5'11"   | N63°9'8"E       | 83.21               |
| C2     | 54.55             | 70'00"        | 50° 0'7"    | S52°05'15"E     | 54.48               |
| C3     | 54.55             | 70'00"        | 50° 6'0"    | N2°59'30"W      | 54.48               |
| C4     | 54.55             | 70'00"        | 50° 9'2"    | N53°57'39"W     | 54.48               |
| C5     | 82.84             | 70'00"        | 77° 1'8"    | S77°31'33"W     | 82.73               |

LOT TABLE

| BLOCK | LOT | ACREAGE | BUILDING LINE WIDTH |
|-------|-----|---------|---------------------|
| 1     | 1   | 1.000   | 130.59'             |
| 1     | 2   | 1.000   | 146.22'             |
| 1     | 3   | 1.000   | 146.85'             |
| 1     | 4   | 1.000   | 147.45'             |
| 1     | 5   | 1.000   | 148.15'             |
| 1     | 6   | 1.000   | 148.75'             |
| 1     | 7   | 1.000   | 149.40'             |
| 1     | 8   | 1.000   | 150.05'             |
| 1     | 9   | 1.000   | 110.00'             |
| 1     | 10  | 1.314   | 120.00'             |
| 1     | 11  | 1.220   | 120.00'             |
| 1     | 12  | 1.480   | 120.00'             |
| 1     | 13  | 1.020   | 121.14'             |
| 1     | 14  | 1.000   | 141.33'             |
| 1     | 15  | 1.000   | 140.38'             |
| 1     | 16  | 1.000   | 139.56'             |
| 1     | 17  | 1.000   | 138.74'             |
| 1     | 18  | 1.000   | 137.92'             |
| 1     | 19  | 1.000   | 137.05'             |
| 1     | 20  | 1.000   | 136.30'             |
| 1     | 21  | 1.000   | 135.53'             |
| 1     | 22  | 1.000   | 134.76'             |

| RESERVE TABLE |       |                    |
|---------------|-------|--------------------|
| RESERVE       | ACRES | TYPE               |
| A             | 2.426 | DETENTION/DRAINAGE |

APPROVED BY THE CITY OF ALVIN ON THIS \_\_\_\_ DAY OF \_\_\_\_ 2023.

MAYOR, PAUL HORN

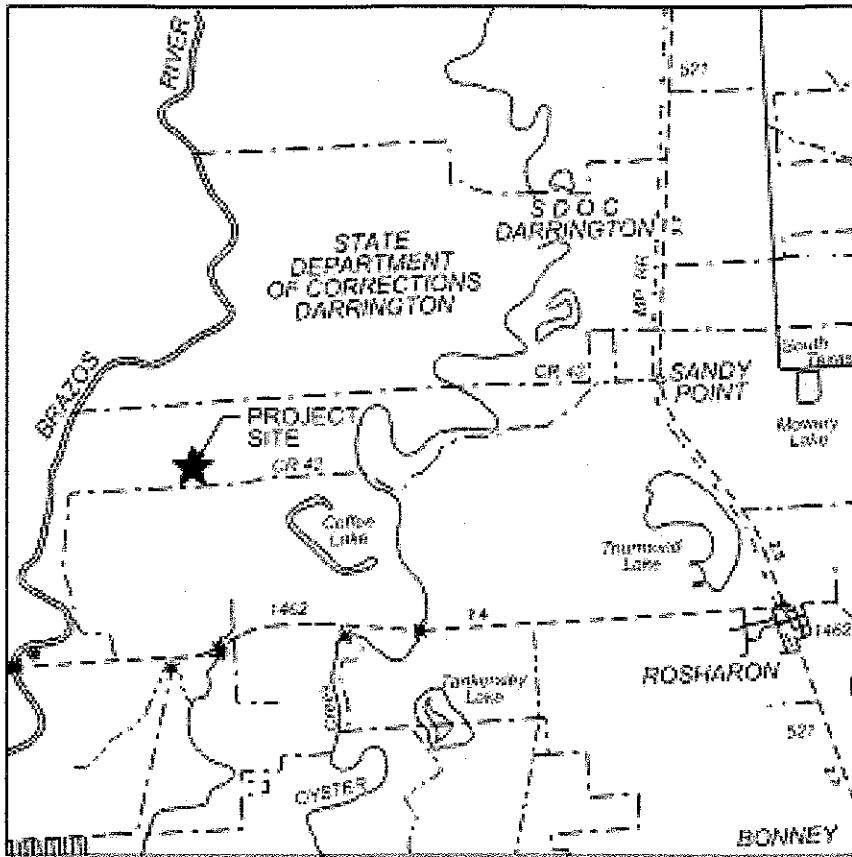
CITY SECRETARY, DIXIE ROBERTS

CITY ENGINEER, MICHELLE H. SEGOVIA, P.E., CFM

GENERAL NOTES

- THIS PROPERTY LIES WITHIN THE LIMITS OF ZONE "AE" PER FEMA FLOOD INSURANCE RATE MAP NO. 48039C0090K, 48039C0095K, 48039C0230K AND 48039C0235K, DATED: DECEMBER 30, 2020.
- ALL BEARINGS REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83)
- BENCHMARK = 1/4" IRON ROD WITH CAP MARKED "SURVEY 1".
  - DENOTES FOUND IRON ROD/PIPE.
  - DENOTES SET 5/8" IRON ROD W/CAP.
- ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1998 (NAVD 88) BASED ON N.G.S. BENCHMARK "HGSD 78" AT PUBLISHED ELEVATION 102.49 FEET.
- ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS (SF = 0.999863483).
- SIDEWALKS MUST BE CONSTRUCTED AS PART OF THE ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT (IF REQUIRED).
- STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT, IF APPLICABLE.
- ALL DRAINAGE EASEMENTS SHOWN ARE TO BE MAINTAINED BY BRAZORIA COUNTY DRAINAGE DISTRICT #5
- ALL ON-SITE SEPTIC SYSTEMS ARE TO COMPLY WITH THE REQUIREMENTS OF THE COUNTY'S RULES FOR ON-SITE SEWAGE FACILITIES.
- A DRAINAGE STUDY TO DETERMINE THE 100-YEAR FLOOD PLAIN AND MINIMUM FINISHED FLOOR ELEVATIONS FOR THE SITE WAS COMPLETED BY PRO-E CONSULTING.
- THERE ARE NO EXISTING SEWERS, WATER MAINS, CULVERTS, OR OTHER UNDERGROUND STRUCTURES ADJACENT TO THE TRACT OR WITHIN TWO HUNDRED (200) FEET OF THE TRACT.
- THERE ARE NO EXISTING OR PLATTED STREETS OR OTHER PUBLIC RIGHTS-OF-WAY ON-SITE AND ADJACENT OT THE TRACT OR WITHIN TWO HUNDRED (200) FEET OF THE TRACT.
- THE CRW RANCH ESTATES' HOMEOWNERS ASSOCIATION MUST OWN AND MAINTAIN RESERVES.
- THIS PLAT HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE REPORT, GF#: FAHCS22004548, PROVIDED BY FIDELITY NATIONAL TITLE WITH REGARD TO ANY RECORD EASEMENTS OR RIGHTS OF WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY.
- A 10' UE/AE AND DOWN GUY EASEMENT AS SET FORTH IN THE UNRECORDED INSTRUMENT CNP FILE NO. 27-G-049, DATED 1-6-1959, FROM JULIA W. HARRIS TO HOUSTON LIGHTING & POWER CO.

CHESTER S. GORBETT LEAGUE  
ABSTRACT 64



VICINITY MAP

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

THAT CRW RANCH, LLC, THE OWNER OF THE PROPERTY DESCRIBED BELOW AND WISHING TO SUBDIVIDE SAME INTO LOTS AND BLOCK, DO HEREBY ADOPT THIS PLAT ATTACHED HERETO AND TITLED "FINAL PLAT OF CRW RANCH ESTATES SUBDIVISION, LOTS 1-22, BLOCK 1" AS MY LEGAL SUBDIVISION OF SAME AND DO HEREBY DEDICATE ALL RIGHTS-OF-WAY AND/OR EASEMENTS SHOWN HEREON TO THE USE OF THE PUBLIC. FOREVER, ANY PRIVATE IMPROVEMENTS PLACED IN SAID RIGHTS-OF-WAY AND/OR EASEMENTS SHALL BE PLACED AT NO RISK OR OBLIGATION TO THE PUBLIC AND BRAZORIA COUNTY AND THE COUNTY SHALL HAVE NO RESPONSIBILITY TO REPAIR OR REPLACE SUCH IMPROVEMENTS IF THEY ARE DAMAGED OR DESTROYED IN THE UTILIZATION OF THESE RIGHTS-OF-WAY AND/OR EASEMENTS. THE SALE OF THE LOTS SHOWN ON THIS PLAT SHALL BE MADE THEREWITH SUBJECT TO THE RESTRICTIONS AND CONDITIONS RECORDED IN THE TEXAS REAL PROPERTY RECORDS OF BRAZORIA COUNTY PERTAINING TO SAID SUBDIVISION.

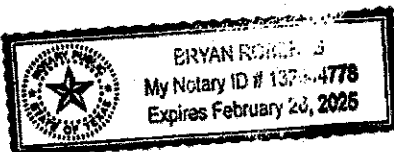
Clyde Richard Williams, Jr.  
CLYDE RICHARD WILLIAMS, JR.  
Signing Officer - CRW Ranch, LLC

STATE OF TEXAS

COUNTY OF Dallas

Subscribed and sworn to before me on the 11th day of March, 2022, by CLYDE RICHARD WILLIAMS, JR.

Notary Public, State of Texas



OWNER:  
CLYDE RICHARD WILLIAMS JR  
AND CRW RANCH, LLC  
4112 MONTWOOD LANE  
DALLAS, TX 75229-6264  
(281) 658-2843

ENGINEER:  
PRO-E CONSULTING  
4911 CARIS  
HOUSTON, TX 77091  
(832) 878-7321

SURVEYOR:  
DOYLE & WACHTSTETTER, INC.  
131 COMMERCE STREET  
CLUTE, TX 77531  
(979) 265-3622

FINAL PLAT OF  
CRW RANCH ESTATES  
BEING 25.469 ACRES  
LOCATED IN THE  
CHESTER S GORBETT LEAGUE  
ABSTRACT 64  
BRAZORIA COUNTY, TEXAS

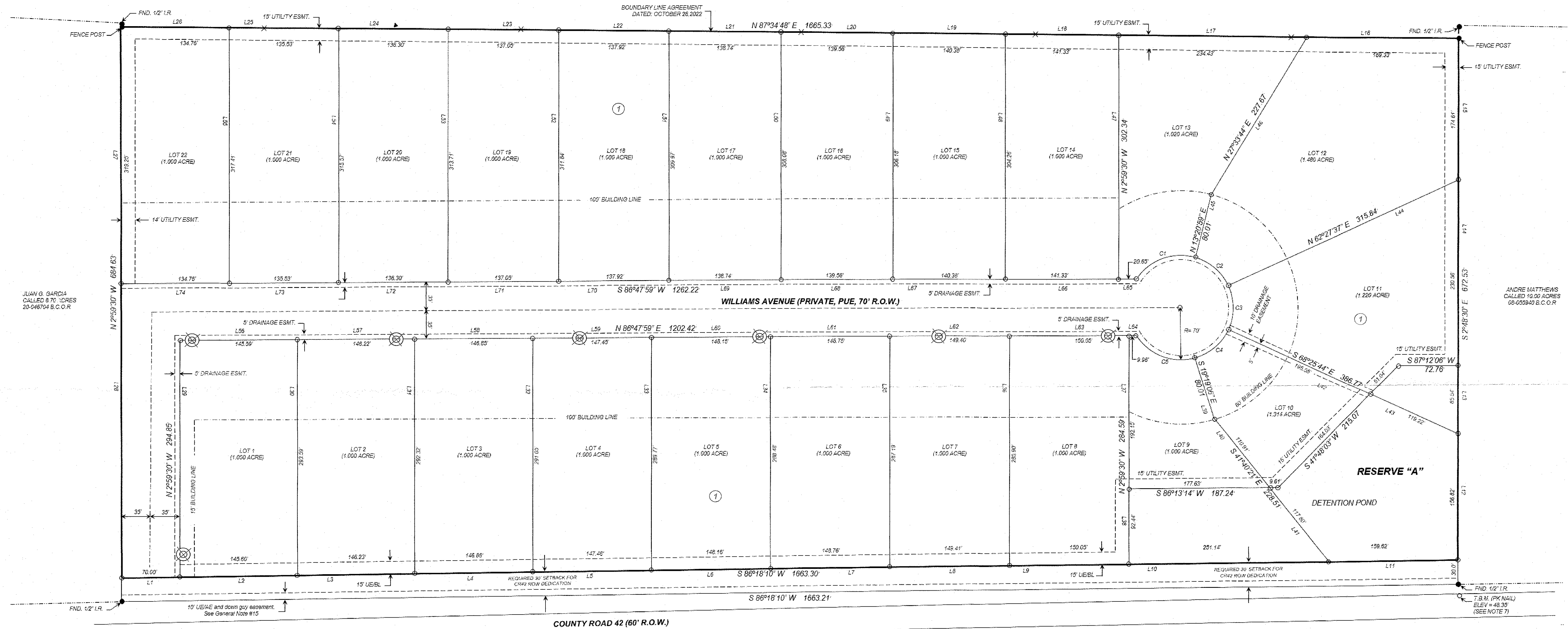
22 LOTS 1 BLOCK 1 RESERVE

JANUARY 10, 2023

SHEET 1 OF 2

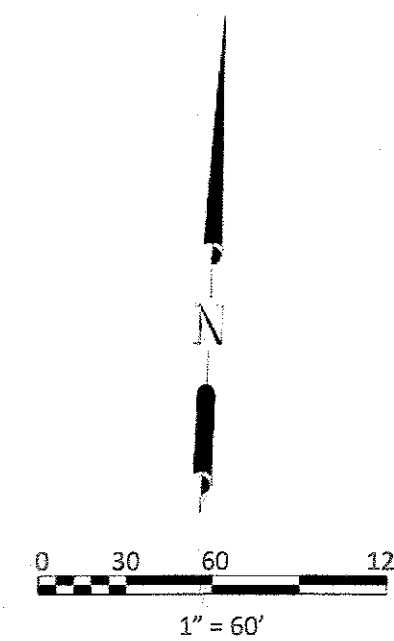


JAMES ZAPALAC AND LILLIE HAMILTON  
CALLED S. 1/4 OF 28.825 ACRES  
16-0491111 B.C.O.R.



**LEGEND**

- - DENOTES FOUND IRON ROD/PIPE
- - DENOTES SET 5/8" IRON ROD W/CAP
- ① - BLOCK INDICATOR
- ⊗ - STREET LIGHTS (SOLAR POWERED)
- R.O.W. - RIGHT OF WAY
- I.R. - IRON ROD
- AE - ACCESS EASEMENT
- UE - UTILITY EASEMENT
- PUE - PUBLIC UTILITY EASEMENT
- BL - BUILDING LINE



OWNER:  
CLYDE RICHARD WILLIAMS JR  
AND CRW RANCH, LLC  
4112 MONTWOOD LANE  
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(281) 658-2843

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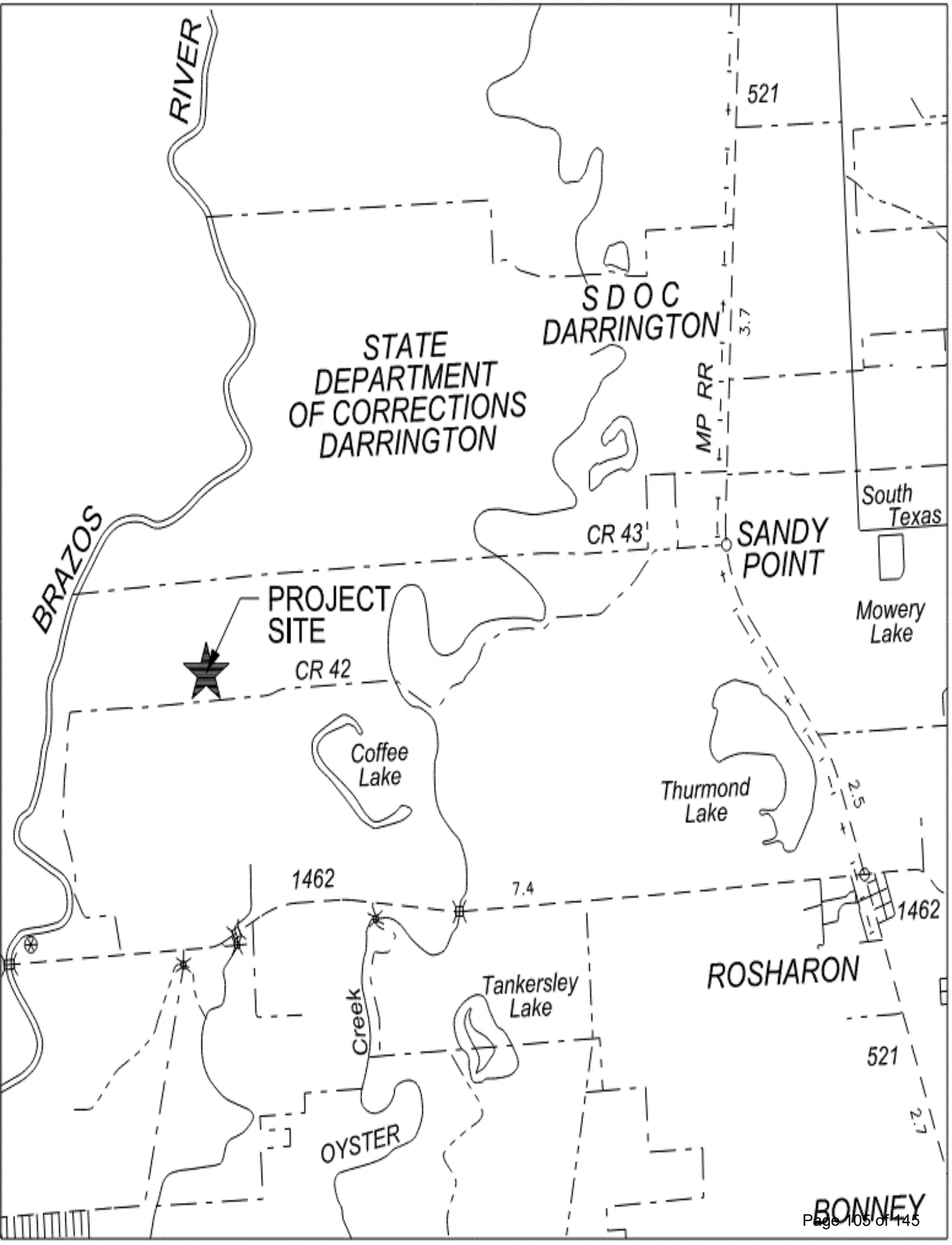
SURVEYOR:  
DOYLE & WACHSTETTER, INC.  
131 COMMERCE STREET  
CLUTE, TX 77531  
(979) 265-3622

FINAL PLAT OF  
**CRW RANCH ESTATES**  
BEING 25.469 ACRES  
LOCATED IN THE  
CHESTER S GORBETT LEAGUE  
ABSTRACT 64  
BRAZORIA COUNTY, TEXAS

22 LOTS 1 BLOCK 1 RESERVE

FEBRUARY 10, 2023

SHEET 2 OF 2





# AGENDA COMMENTARY

Meeting Date: 3/16/2023

**Department:** Legal Department

**Contact:** Suzanne Hanneman, City Attorney

**Agenda Item:** Consider Ordinance 23-D, granting consent to the addition of approximately 140.702 acres of land to Brazoria County Municipal Utility District No. 81; making findings of fact; providing a severability clause; and providing an effective date.

**Type of Item:** Ordinance

**Summary:** On August 5, 2021, the City consented to the creation of Brazoria County Municipal Utility District No. 81 within the corporate limits of the City (the "District") by Resolution 21-R-18.

On September 26, 2022, the City received a Petition for Consent to Include Additional Land from the District and Sullivan Brothers Builders, Ltd., to include approximately 140.702 acres 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 development will be called Magnolia Trails and is located east of FM 2403, just south of Quail West Road. The proposed development will have approximately 301 residential lots. Staff recommends approval of Ordinance 23-D.

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

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

**Legal Review Required:** N/A ☐ Required ☒ **Date Completed:** 1/19/2023 SLH

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

## Supporting documents attached:

1. Ord 23-D; Consent to annex into MUD 81 (Magnolia Trails) for 140.702 acres
2. Exhibit A
3. Exhibit B
4. Sullivan Brothers City Consent Petition to Annex Land (140.702 acres) (0081)

**Recommendation:** Move to approve Ordinance 23-D, granting consent to the addition of approximately 140.702 acres of land to the Brazoria County Municipal Utility District No. 81; making findings of fact; providing a severability clause; and providing an effective date.

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

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

## **ORDINANCE 23-D**

### **AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, GRANTING CONSENT TO THE ADDITION OF APPROXIMATELY 140.702 ACRES OF LAND TO BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81; 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. 81 (the “District”) by Resolution 21-R-18, passed and adopted by City Council on August 5, 2021; and

**WHEREAS**, the District and Sullivan Brothers Builders, Ltd., the owner of the land herein described, have petitioned the City to consent to the addition to the District approximately 140.702 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 corporate limits 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-D 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 140.702 acres of land referenced above that are situated within the corporate limits 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 Resolution 21-R-18, 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 16th day of March 2023.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

By: \_\_\_\_\_  
Dixie Roberts, City Secretary



County: Brazoria  
 Project: BCMUD 81  
 Job No. 209110  
 MBS No. 23-054 (Revised)

### FIELD NOTES FOR 140.702 ACRES

Being a tract containing 140.702 acres of land, located in the William Harris 2/3 League, Abstract Number 72, Brazoria County, Texas; said 140.702 acre tract being a call 5.00 acre tract styled as Tract II, a call 2.6827 acre tract styled as Tract 2, a call 7.631 acre tract styled as Tract I, a call 10.9790 acre tract styled as Tract I, a portion of a call 40.009 acre tract styled as Tract 3 and a call 85.8478 acre tract styled as Tract 1, all recorded in the name of Sullivan Brothers Builders, Ltd. in File Numbers 2022040995, 2022040900, 2022040995, 2022040749, 2022040900 and 2022040900 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 140.702 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations);

**Beginning** at a 5/8-inch iron rod found at the southwesterly corner of said 85.8478 acre tract, the northwesterly corner of a call 93.48 acre tract styled "Exhibit A" and recorded in the name of Thomas L. Willadson in File Number 2003023681 of the O.P.R.B.C. and being on the easterly Right-of-Way (R.O.W.) line of F.M. 2403 (120-feet wide);

Thence, with said R.O.W. line, North 03 degrees 37 minutes 44 seconds East, a distance of 319.85 feet to the southwesterly corner of a non-exclusive perpetual easement tract styled as Tract 2 and recorded in File Number 2022040749 of the O.P.R.B.C.;

Thence, with the perimeter of said perpetual easement tract, the following seven (7) courses:

- 1) North 87 degrees 47 minutes 38 seconds East, a distance of 149.96 feet;
- 2) 256.80 feet along the arc of a curve to the left, said curve having a radius of 708.80 feet, a central angle of 20 degrees 45 minutes 30 seconds and a chord that bears North 83 degrees 10 minutes 47 seconds East, a distance of 255.40 feet;
- 3) South 85 degrees 28 minutes 25 seconds East, a distance of 69.25 feet;
- 4) North 03 degrees 37 minutes 54 seconds East, a distance of 37.67 feet;
- 5) North 85 degrees 28 minutes 25 seconds West, a distance of 69.34 feet;
- 6) 256.29 feet along the arc of a curve to the right, said curve having a radius of 673.80 feet, a central angle of 21 degrees 47 minutes 35 seconds and a chord that bears South 82 degrees 34 minutes 06 seconds West, a distance of 254.74 feet;
- 7) North 86 degrees 24 minutes 07 seconds West, a distance of 150.25 feet to the aforesaid easterly R.O.W. line of F.M. 2403;

Thence, with said R.O.W. line, North 03 degrees 37 minutes 44 seconds East, a distance of 745.07 feet to a 1/2-inch iron rod found at the northwesterly corner of aforesaid 5.00 acre tract and the southwesterly corner of a call 2.190 acre tract recorded in the name of Breath of Life Ministries in File Number 2014006162 of the O.P.R.B.C.;

Thence, with the northerly lines of said 5.00 acre tract, aforesaid 7.631 acre tract and 10.9790 acre tract, North 59 degrees 52 minutes 56 seconds East, a distance of 3896.74 feet to the northeasterly corner of aforesaid 85.8478 acre tract and the northwesterly corner of a call 46.82 acre tract styled Tract 1 and recorded in the names of Dwight D. and Connie L. Pugh in File Number 2014024734 of the O.P.R.B.C.;

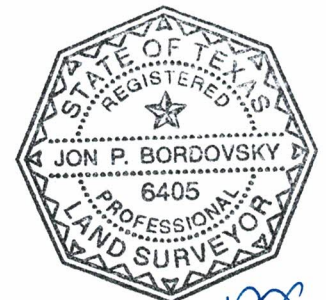
Thence, with the westerly line of said 46.82 acre tract and the westerly line of a call 46.83 acre tract styled as Tract 1 and recorded in the names of Dwight D. and Connie L. Pugh in File Number 2014008162 of the O.P.R.B.C., South 30 degrees 18 minutes 25 seconds East, a distance of 1574.00 feet to the southeasterly corner of aforesaid 85.8478 acre tract and the northeasterly corner of aforesaid 93.48 acre tract;

Thence, with the common line between said 85.8478 acre tract and said 93.48 acre tract, the following three (3) courses:

- 1) South 61 degrees 15 minutes 36 seconds West, a distance of 1726.22 feet to a 5/8-inch iron rod found;
- 2) South 59 degrees 56 minutes 23 seconds West, a distance of 1060.49 feet to a 1/2-inch iron rod found;
- 3) South 79 degrees 04 minutes 41 seconds West, a distance of 1837.41 feet to the **Point of Beginning** and containing 140.702 acres of land.

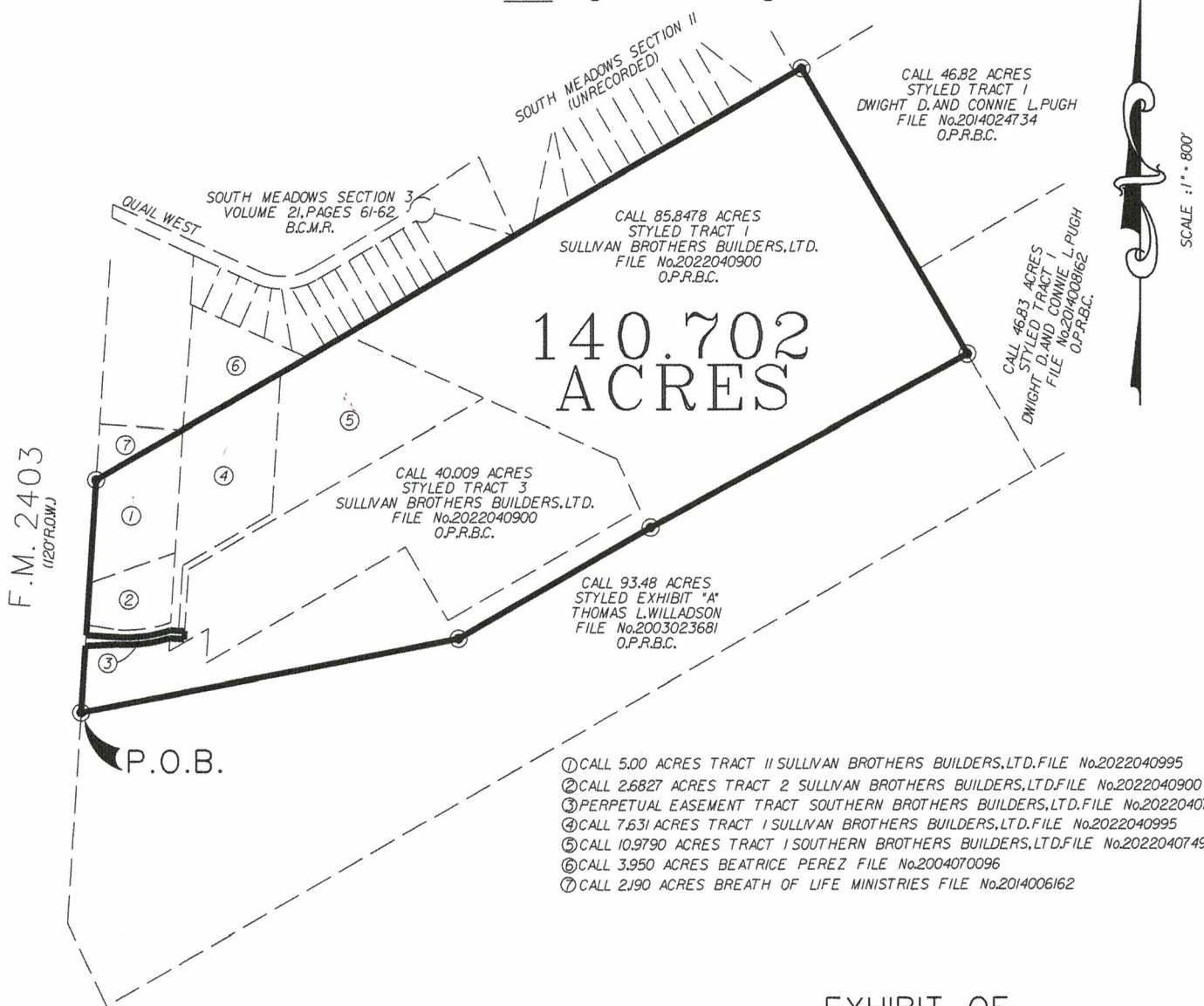
*This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political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

GBI PARTNERS  
TBEPLS Firm No. 10130300  
Ph: 281.499.4539  
February 13, 2023  
(Revised 02/17/2023)



*JMB*  
*2/17/2023*





## EXHIBIT OF 140.702 ACRES

BEING A CALL 5.00 ACRE TRACT STYLED AS TRACT II, A CALL 2.6827 ACRE TRACT STYLED AS TRACT 2, A CALL 7.631 ACRE TRACT STYLED AS TRACT I, A CALL 10.9790 ACRE TRACT STYLED AS TRACT I, A CALL 40.009 ACRE TRACT STYLED AS TRACT 3 AND A CALL 85.8478 ACRE TRACT STYLED AS TRACT I, ALL RECORDED IN THE NAME OF SULLIVAN BROTHERS BUILDERS, LTD. IN FILE NUMBERS 2022040995, 2022040900, 2022040995, 2022040749, 2022040900 AND 2022040900 OF THE O.P.R.B.C., RESPECTIVELY.

LOCATED IN THE  
WILLIAM HARRIS 2/3 LEAGUE, A-72  
BRAZORIA COUNTY, TEXAS  
FEBRUARY 2023



## GBI PARTNERS

4724 VISTA ROAD  
PASADENA, TX 77505  
PHONE: 281-499-4539

TBPELS FIRM #10130300  
GBISurvey@GBISurvey.com  
www.GBISurvey.com

JOB NO: 209110  
SCALE: 1"=800'  
DATE: 02/17/2023  
M&B NO: 23-054 (REVISED)

**EXHIBIT "B"**  
**Consent Conditions**

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

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

1. No District Obligations may be issued until all terms of the ordinance or resolution of the City granting consent to the creation of the District have been satisfied.
2. The District Obligations must provide that the District reserves the right to redeem said District Obligations on any date on or before the 15th anniversary of the date of issuance without premium.
3. No District Obligations, other than refunding bonds, will be sold for less than 95 percent (95%) of par.
4. The net effective interest rate on District Obligations so sold, taking into account any discount or premium as well as the interest rate borne by such District Obligations, will not exceed two percent above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date of the sale of such District Obligations.
5. The District Obligations, except bond anticipation notes, which may be secured in any manner authorized by Section 49.154, Texas Water Code, shall be solely 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.
6. The District Obligations shall not constitute a debt of the City or a pledge of the faith and credit of the City and all District Obligations shall contain on the face thereof a statement to the effect that the City shall not be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the City or any political corporation, subdivision, or agency thereof other than the District is pledged to the payment of the principal of or the interest on such District Obligations.
7. Subject to the City's subsequent adoption of any ordinance setting forth additional procedures and standards for the refunding of indebtedness by



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

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

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

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

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

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

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

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



PETITION FOR CONSENT TO INCLUDE ADDITIONAL LAND IN  
BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81

THE STATE OF TEXAS     §  
                                          §  
COUNTY OF BRAZORIA   §

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

SULLIVAN BROTHERS BUILDERS, 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 ("Landowner"), and Brazoria County Municipal Utility District No. 81 ("District") (Landowner and District hereinafter called "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 Chapters 49 and 54, Texas Water Code, as amended and was created by order of the Texas Commission on Environmental Quality dated January 13, 2022. 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 140.702 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 corporate limits 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; and
- (4) finance, develop and maintain recreational facilities for the people of the District if and as allowed by applicable law;
- (5) design, acquire, construct, finance and issue bonds for roads pursuant to applicable law, as amended ("Road Powers"), as, if, and when required; and
- (6) 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 present and 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 present and 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 present and 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 (if allowed by applicable law), and road 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.

#### VII.

It is now estimated by the Petitioner from such information as is available at this time, that the amount of bonds necessary to be issued to finance development costs contemplated within the area proposed to be annexed will be approximately \$33,290,000.

{Signature Pages Follow}

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 16 day of September, 2022.

SULLIVAN BROTHERS BUILDERS,  
LTD., a Texas limited partnership

By: Sullivan Interests, Inc., a Texas  
corporation, its General Partner

By: 

Name: John R. Sullivan

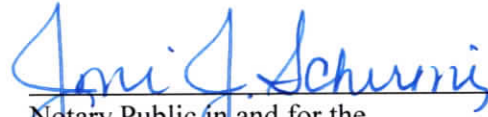
Title: Vice President

Petitioner

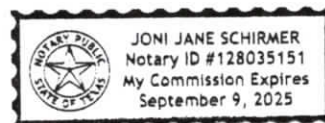
THE STATE OF TEXAS §

COUNTY OF Galveston §

This instrument was acknowledged before me on this 16 day of September, 2022, by John R. Sullivan, Vice President of Sullivan Interests, Inc., a Texas corporation, the general partner of Sullivan Brothers Builders, Ltd., a Texas limited partnership, on behalf of said entities.

  
Notary Public in and for the  
State of T E X A S

(SEAL)



BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 81

By: Alan Veenedaal  
Name: Alan Veenedaal  
Title: President, Board of Directors

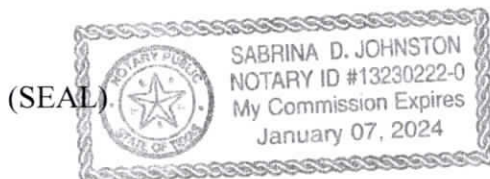
By: Patrick Coale  
Name: Patrick Coale  
Title: Assistant Secretary, Board of Directors



THE STATE OF TEXAS     §  
                                     §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on this 12th day of July, 2022, by Alan Veenedaal, the President of BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81, on behalf of said district.

Sabrina D. Johnston  
Notary Public in and for the  
State of TEXAS



632626\_1



County: Brazoria  
 Project: BCMUD 81  
 Job No. 209110  
 MBS No. 23-054 (Revised)

### FIELD NOTES FOR 140.702 ACRES

Being a tract containing 140.702 acres of land, located in the William Harris 2/3 League, Abstract Number 72, Brazoria County, Texas; said 140.702 acre tract being a call 5.00 acre tract styled as Tract II, a call 2.6827 acre tract styled as Tract 2, a call 7.631 acre tract styled as Tract I, a call 10.9790 acre tract styled as Tract I, a portion of a call 40.009 acre tract styled as Tract 3 and a call 85.8478 acre tract styled as Tract 1, all recorded in the name of Sullivan Brothers Builders, Ltd. in File Numbers 2022040995, 2022040900, 2022040995, 2022040749, 2022040900 and 2022040900 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 140.702 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations);

**Beginning** at a 5/8-inch iron rod found at the southwesterly corner of said 85.8478 acre tract, the northwesterly corner of a call 93.48 acre tract styled "Exhibit A" and recorded in the name of Thomas L. Willadson in File Number 2003023681 of the O.P.R.B.C. and being on the easterly Right-of-Way (R.O.W.) line of F.M. 2403 (120-foot wide);

Thence, with said R.O.W. line, North 03 degrees 37 minutes 44 seconds East, a distance of 319.85 feet to the southwesterly corner of a non-exclusive perpetual easement tract styled as Tract 2 and recorded in File Number 2022040749 of the O.P.R.B.C.;

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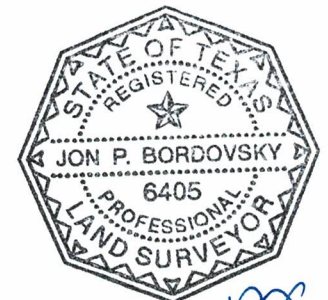
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Thence, with the common line between said 85.8478 acre tract and said 93.48 acre tract, the following three (3) courses:

- 1) South 61 degrees 15 minutes 36 seconds West, a distance of 1726.22 feet to a 5/8-inch iron rod found;
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- 3) South 79 degrees 04 minutes 41 seconds West, a distance of 1837.41 feet to the **Point of Beginning** and containing 140.702 acres of land.

*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 boundary of the political subdivision for which it was prepared.*

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*JMB*  
*2/17/2023*



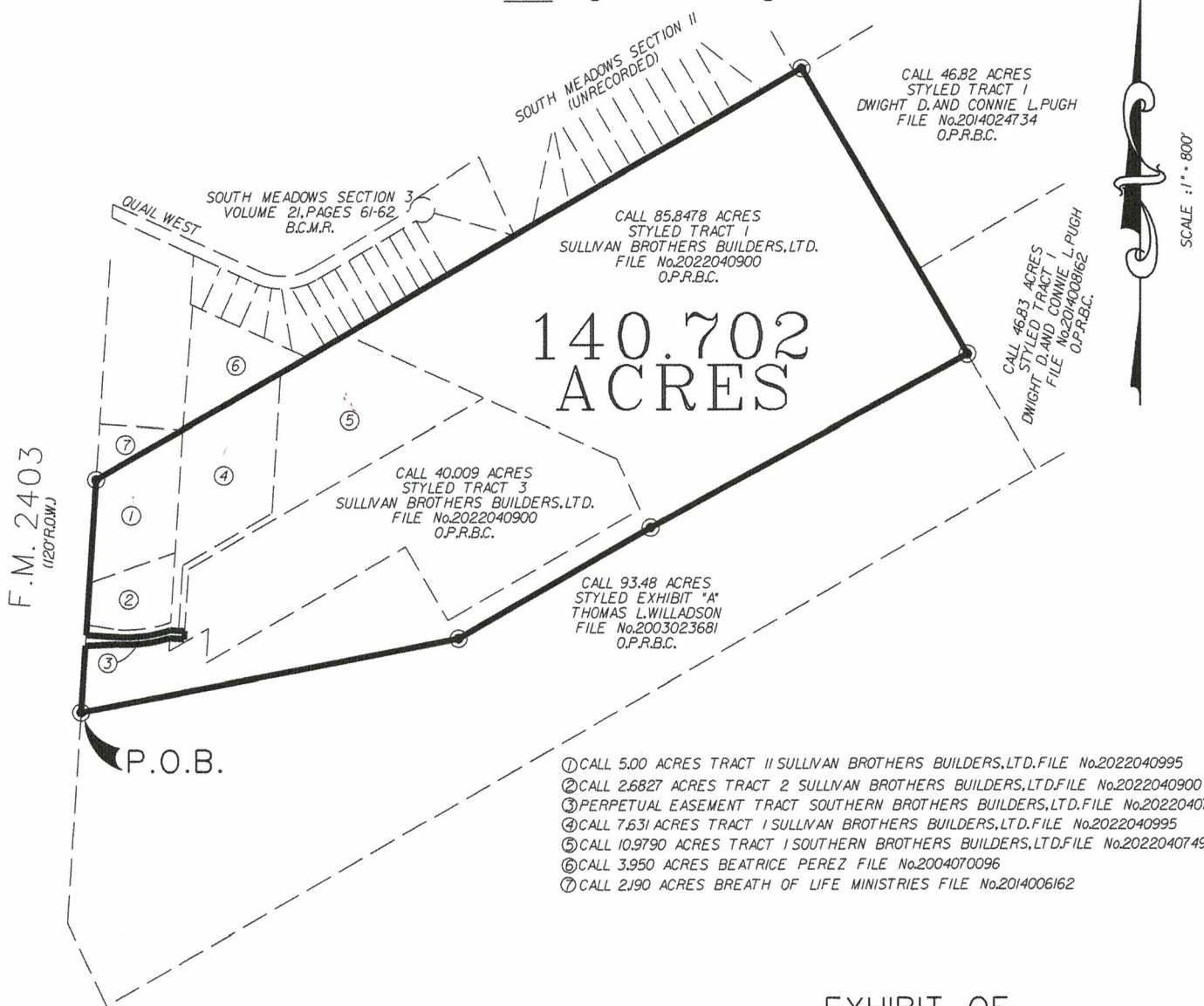


EXHIBIT OF

**140.702 ACRES**

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LOCATED IN THE  
WILLIAM HARRIS 2/3 LEAGUE, A-72  
BRAZORIA COUNTY, TEXAS

FEBRUARY 2023



**GBI PARTNERS**

4724 VISTA ROAD  
PASADENA, TX 77505  
PHONE: 281-499-4539

TBPELS FIRM #10130300  
GBISurvey@GBISurvey.com  
www.GBISurvey.com

JOB NO: 209110  
SCALE: 1"=800'  
DATE: 02/17/2023  
M&B NO: 23-054 (REVISED)



# AGENDA COMMENTARY

**Meeting Date:** 3/16/2023

**Department:** Legal Department

**Contact:** Suzanne Hanneman, City Attorney

**Agenda Item:** Consider Resolution 23-R-05, confirming and ratifying the First Amendment to the Utility Services Contract between the City of Alvin, Texas, and Brazoria County Municipal Utility District No. 81 (the "District"); and authorize the Mayor to sign the amended Contract upon legal review.

**Type of Item:** Resolution

**Summary:** The City and D.R. Horton, on behalf of itself and the Brazoria County Municipal District No. 81 (the "District"), entered into a Utility Services Contract dated August 5, 2021 (the "Original Agreement"), providing for water and sanitary sewer service for approximately 103.714 acres of land situated within the boundaries of the City and the District (the "Original Tract").

On February 18, 2022, D.R. Horton assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with the Original Agreement.

On March 16, 2023, in Ordinance 23-D, the City consented to the addition of approximately 140.702 acres of land into the District (Magnolia Trails).

Staff recommends approval of Resolution 23-R-05, approving the First Amendment to the Utility Services Contract.

|                                                                                                                                        |                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>Funding Expected:</b> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> N/A <input checked="" type="checkbox"/> | <b>Budgeted Item:</b> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/> |
| <b>Funding Account:</b> <input type="checkbox"/>                                                                                       | <b>Amount:</b> <input type="checkbox"/>                                                                                |
| <b>Legal Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>                                           | <b>1295 Form Required?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>                         |
| <b>Finance Review Required:</b> N/A <input type="checkbox"/> Required <input type="checkbox"/>                                         | <b>Date Completed:</b> 1/19/2023 SLH                                                                                   |
|                                                                                                                                        | <b>Date Completed:</b> _____                                                                                           |

**Supporting documents attached:**

1. Res 23-R-05; First Amendment to Utility Services Contract for MUD 81 (Magnolia Trails) (1)
2. First Amendment to Utility Services Contract (2023) (Sullivan Brothers)

**Recommendation:** Move to approve Resolution 23-R-05, confirming and ratifying the First Amendment to the Utility Services Contract between the City of Alvin, Texas, and Brazoria County Municipal Utility District No. 81 (the "District"), and authorize the Mayor to sign the amended Contract upon legal review.

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

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





## **RESOLUTION 23-R-05**

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, CONFIRMING AND RATIFYING THE FIRST AMENDMENT TO THE UTILITY SERVICES CONTRACT WITH BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NUMBER 81; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.**

**WHEREAS**, the City of Alvin, Texas (the “City”), is a municipal corporation that provides a full range of governmental services to its citizens, and the City owns and operates water production and distribution facilities and wastewater collection and treatment facilities and provides other municipal services; and

**WHEREAS**, the City and D.R. Horton, Ltd. on behalf of itself and Brazoria County Municipal Utility District No. 81 (the “District”), entered into that certain Utility Services Contract dated effective as of August 5, 2021 (the “Original Agreement”), relative to, among other things, the provision of water and sanitary sewer service for approximately 103.714 acres of land situated within the boundaries of the City and the District (the “Original Tract”); and

**WHEREAS**, by that certain Assignment of Utility Services Contract dated February 18, 2022, D.R. Horton assigned all of its rights, benefits and obligations in and to the Original Agreement to the District, all as contemplated by and in accordance with the Original Agreement; and

**WHEREAS**, on March 16, 2023, in Ordinance 23-D, the City approved the addition of approximately 140.702 acres of land into the District; and

**WHEREAS**, the District is requesting an amendment to the Utility Services Contract to amend certain provisions of the Original Agreement in connection with the proposed addition of the approximately 140.702 acres to the District;

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

#### **Section 1. Findings**

(a) The facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct and are adopted as part of this Resolution for all purposes.

(b) It is hereby found and declared that the terms of this Resolution will be beneficial to the City and its citizens.

**Section 2. Approval of First Amendment to Utility Services Contract.** City Council does hereby approve the First Amendment to Utility Services Contract between the City and the Brazoria County Municipal Utility District Number 81.

**Section 3. 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.

**Section 4. Effective Date.** The resolution shall take effect upon the passage of this Resolution.

**PASSED AND APPROVED** on this the 16th day of March 2023.

**CITY OF ALVIN, TEXAS**

**ATTEST**

By \_\_\_\_\_  
Paul A. Horn, Mayor

By \_\_\_\_\_  
Dixie Roberts, City Secretary

**FIRST AMENDMENT  
TO  
UTILITY SERVICES CONTRACT**

This FIRST AMENDMENT TO UTILITY SERVICES CONTRACT (this "First Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, but to be effective as of the date provided in Section 3 hereof, by and between THE CITY OF ALVIN, TEXAS, a body political and municipal corporation located in Brazoria County, Texas (the "City"), and BRAZORIA COUNTY MUNICIPAL UTILITY DISTRICT NO. 81, a body politic and corporate and a political subdivision of the State of Texas located wholly within the corporate limits of the City (the "District").

RECITALS

WHEREAS, the City and D.R. Horton, Inc. (the "Developer"), on behalf of itself and the District, entered into that certain Utility Services Contract dated effective as of August 5, 2021 (the "Agreement");

WHEREAS, by that certain Assignment of Utility Services Contract dated February 18, 2022, the Developer assigned all of its rights, benefits and obligations in and to the Agreement to the District, all as contemplated by and in accordance with Section 5.8 of the Agreement;

WHEREAS, the District and Sullivan Brothers Builders, Ltd. have petitioned the City for its consent to the annexation of 140.702 acres of land (the "Annexation Tract") into the District; and

WHEREAS, the City and the District desire to amend certain provisions of the Agreement in connection with the proposed addition of the Annexation Tract to the District;

NOW, THEREFORE, in consideration of the premises, mutual promises, covenants, obligations and benefits herein contained, the City and the District agree as follows:

AGREEMENT

Section 1: The term "Property" in the recitals of the Agreement is amended to include the Annexation Tract. **Exhibit A** to the Agreement is amended and restated in its entirety with the **Exhibit A** attached hereto.

Section 2: The second paragraph of the recitals of the Agreement shall be amended to add the following sentence:

"The Property shall consist of the original 103.714 acre tract ("Tract A") and the annexed 140.702 acre tract ("Tract A-1"), as depicted in Exhibit A."

Section 3: This First Amendment shall become effective on the date the District adopts an Order adding the Annexation Tract to the District. The District shall provide the City with a recorded copy of said Order within ten (10) days of its adoption of same.

Section 4: All terms and provisions of the Agreement, except as amended hereby, shall remain in full force and effect and shall apply to this First Amendment. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall prevail.

Section 5: Except as otherwise provided, all capitalized terms shall have the meanings specified in the Agreement.

Section 6: The Agreement, together with this First Amendment, constitutes the entire agreement between the parties hereto relating to the subject matter hereof and all prior agreements, proposals, negotiations, understandings and correspondence between the parties, whether written or oral, are hereby superseded and merged herewith.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment in multiple copies, each of which shall be an original.

**CITY OF ALVIN, TEXAS**

By: \_\_\_\_\_  
Paul A. Horn, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Dixie Roberts, City Secretary



**BRAZORIA COUNTY MUNICIPAL  
UTILITY DISTRICT NO. 81**

By: Chris Surface  
Name: Chris Surface  
Title: President

ATTEST:

By: Patrick Coale  
Name: Patrick Coale  
Title: Secretary

(SEAL)



EXHIBIT A

*(See attached)*

County: Brazoria  
 Project: BCMUD 81  
 Job No. 209110  
 MBS No. 23-054 (Revised)

### FIELD NOTES FOR 140.702 ACRES

Being a tract containing 140.702 acres of land, located in the William Harris 2/3 League, Abstract Number 72, Brazoria County, Texas; said 140.702 acre tract being a call 5.00 acre tract styled as Tract II, a call 2.6827 acre tract styled as Tract 2, a call 7.631 acre tract styled as Tract I, a call 10.9790 acre tract styled as Tract I, a portion of a call 40.009 acre tract styled as Tract 3 and a call 85.8478 acre tract styled as Tract 1, all recorded in the name of Sullivan Brothers Builders, Ltd. in File Numbers 2022040995, 2022040900, 2022040995, 2022040749, 2022040900 and 2022040900 of the Official Public Records of Brazoria County (O.P.R.B.C.); said 140.702 acre tract being more particularly described by metes and bounds as follows (bearings being based on the Texas Coordinate System, South Central Zone, NAD 83, as derived from GPS observations);

**Beginning** at a 5/8-inch iron rod found at the southwesterly corner of said 85.8478 acre tract, the northwesterly corner of a call 93.48 acre tract styled "Exhibit A" and recorded in the name of Thomas L. Willadson in File Number 2003023681 of the O.P.R.B.C. and being on the easterly Right-of-Way (R.O.W.) line of F.M. 2403 (120-feet wide);

Thence, with said R.O.W. line, North 03 degrees 37 minutes 44 seconds East, a distance of 319.85 feet to the southwesterly corner of a non-exclusive perpetual easement tract styled as Tract 2 and recorded in File Number 2022040749 of the O.P.R.B.C.;

Thence, with the perimeter of said perpetual easement tract, the following seven (7) courses:

- 1) North 87 degrees 47 minutes 38 seconds East, a distance of 149.96 feet;
- 2) 256.80 feet along the arc of a curve to the left, said curve having a radius of 708.80 feet, a central angle of 20 degrees 45 minutes 30 seconds and a chord that bears North 83 degrees 10 minutes 47 seconds East, a distance of 255.40 feet;
- 3) South 85 degrees 28 minutes 25 seconds East, a distance of 69.25 feet;
- 4) North 03 degrees 37 minutes 54 seconds East, a distance of 37.67 feet;
- 5) North 85 degrees 28 minutes 25 seconds West, a distance of 69.34 feet;
- 6) 256.29 feet along the arc of a curve to the right, said curve having a radius of 673.80 feet, a central angle of 21 degrees 47 minutes 35 seconds and a chord that bears South 82 degrees 34 minutes 06 seconds West, a distance of 254.74 feet;
- 7) North 86 degrees 24 minutes 07 seconds West, a distance of 150.25 feet to the aforesaid easterly R.O.W. line of F.M. 2403;

Thence, with said R.O.W. line, North 03 degrees 37 minutes 44 seconds East, a distance of 745.07 feet to a 1/2-inch iron rod found at the northwesterly corner of aforesaid 5.00 acre tract and the southwesterly corner of a call 2.190 acre tract recorded in the name of Breath of Life Ministries in File Number 2014006162 of the O.P.R.B.C.;

Thence, with the northerly lines of said 5.00 acre tract, aforesaid 7.631 acre tract and 10.9790 acre tract, North 59 degrees 52 minutes 56 seconds East, a distance of 3896.74 feet to the northeasterly corner of aforesaid 85.8478 acre tract and the northwesterly corner of a call 46.82 acre tract styled Tract 1 and recorded in the names of Dwight D. and Connie L. Pugh in File Number 2014024734 of the O.P.R.B.C.;

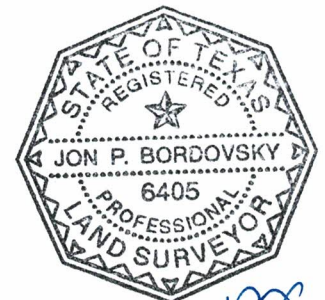
Thence, with the westerly line of said 46.82 acre tract and the westerly line of a call 46.83 acre tract styled as Tract 1 and recorded in the names of Dwight D. and Connie L. Pugh in File Number 2014008162 of the O.P.R.B.C., South 30 degrees 18 minutes 25 seconds East, a distance of 1574.00 feet to the southeasterly corner of aforesaid 85.8478 acre tract and the northeasterly corner of aforesaid 93.48 acre tract;

Thence, with the common line between said 85.8478 acre tract and said 93.48 acre tract, the following three (3) courses:

- 1) South 61 degrees 15 minutes 36 seconds West, a distance of 1726.22 feet to a 5/8-inch iron rod found;
- 2) South 59 degrees 56 minutes 23 seconds West, a distance of 1060.49 feet to a 1/2-inch iron rod found;
- 3) South 79 degrees 04 minutes 41 seconds West, a distance of 1837.41 feet to the **Point of Beginning** and containing 140.702 acres of land.

*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 boundary of the political subdivision for which it was prepared.*

GBI PARTNERS  
TBEPLS Firm No. 10130300  
Ph: 281.499.4539  
February 13, 2023  
(Revised 02/17/2023)



*JMB*  
*2/17/2023*



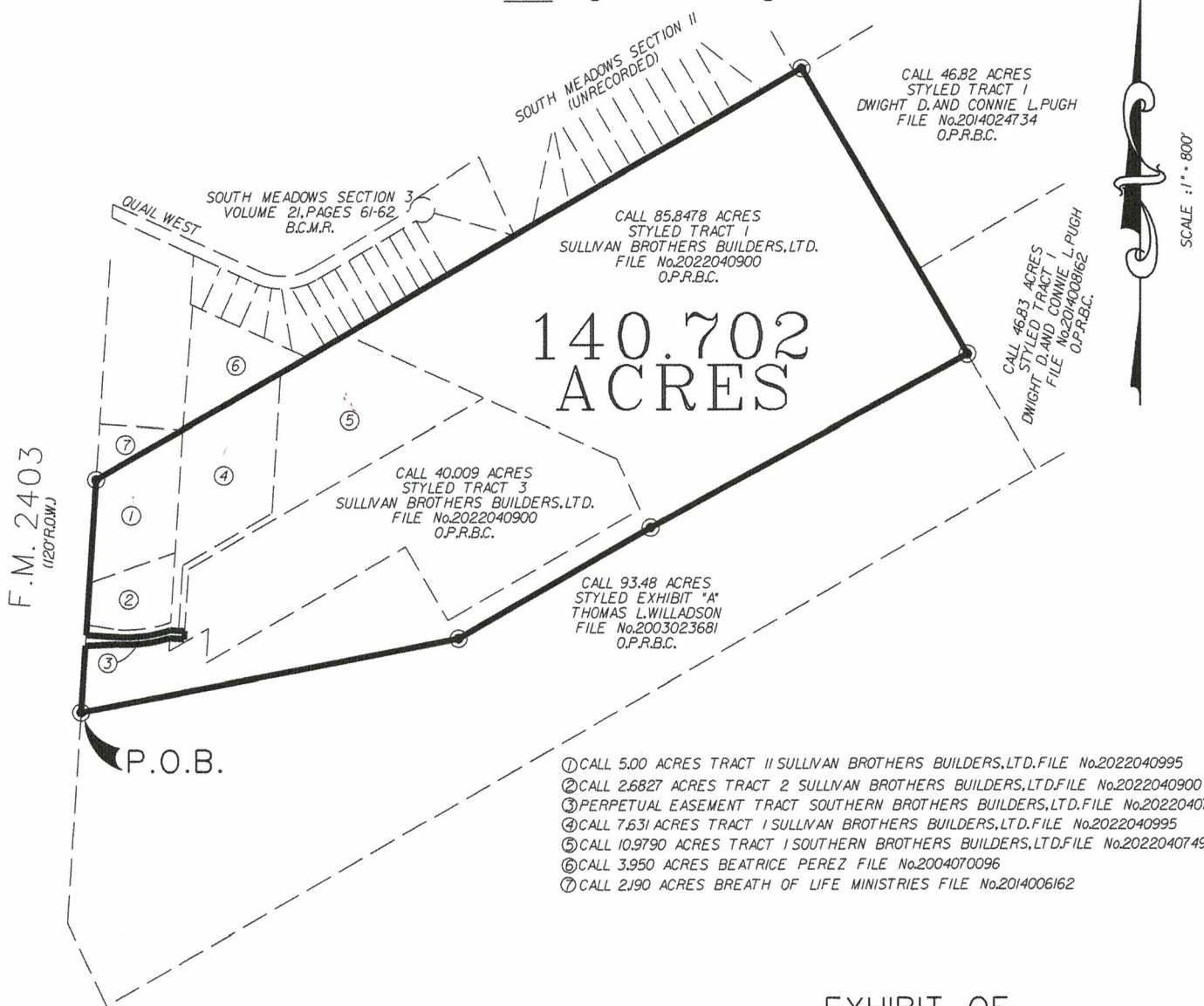


EXHIBIT OF

140.702 ACRES

BEING A CALL 5.00 ACRE TRACT STYLED AS TRACT II, A CALL 2.6827 ACRE TRACT STYLED AS TRACT 2, A CALL 7.631 ACRE TRACT STYLED AS TRACT I, A CALL 10.9790 ACRE TRACT STYLED AS TRACT I, A CALL 40.009 ACRE TRACT STYLED AS TRACT 3 AND A CALL 85.8478 ACRE TRACT STYLED AS TRACT I, ALL RECORDED IN THE NAME OF SULLIVAN BROTHERS BUILDERS, LTD. IN FILE NUMBERS 2022040995, 2022040900, 2022040995, 2022040749, 2022040900 AND 2022040900 OF THE O.P.R.B.C., RESPECTIVELY.

LOCATED IN THE  
WILLIAM HARRIS 2/3 LEAGUE, A-72  
BRAZORIA COUNTY, TEXAS

FEBRUARY 2023



GBI PARTNERS

4724 VISTA ROAD  
PASADENA, TX 77505  
PHONE: 281-499-4539

TBPELS FIRM #10130300  
GBISurvey@GBISurvey.com  
www.GBISurvey.com

JOB NO: 209110  
SCALE: 1" = 800'  
DATE: 02/17/2023  
M&B NO: 23-054 (REVISED)





# AGENDA COMMENTARY

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**Meeting Date:** 3/16/2023

**Department:** Parks and Recreation

**Contact:** Dan Kelinske, Director of Parks and Recreation

**Agenda Item:** Consider a Memorandum of Understanding with the Alvin Independent School District (Purchasing Department) for the continued temporary use of the old EMS Building, located at 709 East House Street, and authorize the Mayor to sign upon legal review.

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**Type of Item:** Contract/Agreement

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**Summary:** In July 2022, City Council agreed to allow AISD to temporarily use the old EMS facility to sort and stage old equipment for auction. AISD has again approached the City about the possibility of renting the ambulance bays of the old EMS building on House Street through December 2023. AISD is offering to pay the City \$3,500 a month for the rental of the old EMS building in accordance to the said Memorandum of Understanding. The City has not assessed AISD any rental or storage fees for use of the old EMS building in previous MOUs.

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**Funding Expected:** Revenue ☐ Expenditure ☐ N/A ☒

**Budgeted Item:** Yes ☐ No ☐ N/A ☒

**Funding Account:**  **Amount:**

**1295 Form Required?** Yes ☐ No ☒

**Legal Review Required:** N/A ☐ Required ☒

**Date Completed:** 2/28/2023 SLH

**Finance Review Required:** N/A ☐ Required ☒

**Date Completed:** 3/9/2023 MH

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**Supporting documents attached:**

1. MOU - AISD EMS Facility (with rental included)
  2. MOU - AISD EMS Facility (without rental included)
- 

**Recommendation:** Move to approve a Memorandum of Understanding with the Alvin Independent School District (Purchasing Department), for the temporary use of the old EMS Building located at 709 East House Street; and authorize the Mayor to sign upon legal review.

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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: ☒

**MEMORANDUM OF UNDERSTANDING BETWEEN**  
**THE ALVIN INDEPENDENT SCHOOL DISTRICT**  
**AND THE CITY OF ALVIN**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Alvin, Texas, a home rule municipal corporation located in Brazoria County, Texas (hereinafter referred to as the “City”), and the Alvin Independent School District (Purchasing Department), a political subdivision of the State of Texas, (hereinafter referred to as “AISD”), and collectively referred to as the “Parties” and individually as a “Party.”

Pursuant to the authority granted by the “Texas Interlocal Cooperation Act,” Chapter 791 of the Texas Local Government Code, providing for the cooperation between local governmental bodies, the Parties hereto, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**WHEREAS**, this MOU is made pursuant to and in accordance with Chapter 791 of the Texas Local Government Code; and

**WHEREAS**, the governing bodies of each Party find that the subject of this MOU is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this MOU is in the common interest of both Parties; that the division of cost fairly compensates the performing party for the services performed under this MOU; and that each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying party; and

**WHEREAS**, the City and AISD are parties to an agreement that promotes and protects the public health, safety and welfare through joint efforts on common projects for the common good and welfare of the citizens of the City; and

**WHEREAS**, the Parties to this MOU recognize the mutual benefit of collaborative partnering and this MOU serves as an indication of continued interest in cooperation of the Parties; and

**WHEREAS**, the Parties share a mutual interest in utilizing the City of Alvin’s Emergency Medical Services (“EMS”) building located at 709 East House Street, Alvin, Texas, for AISD’s district wide disposal items (the “Property” or “auction items”) through an online auction; and

**WHEREAS**, AISD Property will be picked up from various AISD locations and delivered to the old EMS building for staging, photographing, viewing, and for final pick up

by buyers; and

**WHEREAS**, it is anticipated that AISD will use and occupy the facility until December 31, 2023;

**NOW THEREFORE, AND IN CONSIDERATION** of the mutual obligations and benefits to be derived hereunder, the City and AISD (Purchasing Department) hereby enter into this MOU as follows:

1.0 AISD will have access to all areas of the first floor of the facility located at 709 East House Street, Alvin, Texas.

1.1 The inter-office areas of the facility will be used by AISD office staff for the following uses:

- a. Placement of auction items already staged for pickup. These type items will be in boxes on carts and can easily roll out to auction buyers.
- b. Use of restroom facilities. AISD will be responsible for cleaning the restroom facilities while in use by AISD staff only. Facilities will not be for public use. If required, AISD staff will shut off water while the building is not being used during the week.

1.2 The bays of the facility will provide public access for the following uses:

- a. AISD staff will be utilizing this area for staging of all auction items. AISD tables, carts, and pallets may be placed with the area to provide public viewings of auction items.
- b. AISD may provide large fans for this area during use and will be turned off when staff are not at the facility.
- c. Bay Doors. AISD staff will be utilizing box trucks to offload auction items and access to all bay garage doors will be required for auction setup. All bay doors will be open during setup, viewing, and auction pickup.
- d. Side double doors. AISD will be utilizing the double doors through the bays for staging products on that side of the facility after the auction has been completed for pickup.
- e. AISD will be lining open window access inside by garage doors for security purposes. The lining will be of a muted color and easily removed upon

completion of use.

1.3 The concreted areas for parking surrounding the facility will be utilized by AISD for staging of auction pickups.

1.4 AISD will require key codes and/or one (1) set of keys to the facility for accessibility at all times during the agreed months. AISD will secure all doors prior to leaving the premises.

1.5 AISD shall pay to the City the amount of Three Thousand Five Hundred and No/100 (\$3,500.00) dollars a month for rental of the facility through December 2023. Payment is to be made to the City of Alvin, 216 West Sealy, Alvin, Texas 77511.

1.6 AISD hereby assumes all responsibility for any and all loss or such damage to its auction items acknowledges and agrees that it shall be responsible for protecting its Property and the City shall incur no liability to AISD for any expense or claim incurred by as a result of any damage to the Property, and AISD further agrees to indemnify, protect, and save harmless the City from any and all claims and demands for damages to the Property which may arise out of or be caused by the presence, use or storage at the EMS facility.

1.7 The contact persons for each party are:

CITY OF ALVIN  
City Manager  
(281) 388-4200

AISD  
AISD Superintendent  
(281) 388-1130

1.8 This MOU may be terminated upon the mutual written agreement of the Parties. Additionally, either Party may terminate this MOU upon thirty (30) days' written notice provided to the other Party.

## II.

2.0 All Parties recognize and agree that nothing herein shall be construed to create any rights in third parties.

2.1 Survival. All representations, warranties, covenants, and other continuing obligations as expressly provided in the MOU shall survive the expiration or earlier termination of the MOU.

2.2 Assignment. The rights and obligations of this MOU shall not be assigned without prior written consent of each party.

2.3 Force Majeure. Each party shall be excused from any breach of this MOU, which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.

2.4 Entire Agreement. This MOU contains the entire understanding of the parties with respect to the conveyance of the property described herein. It is acknowledged that other contracts may be executed in accordance with this MOU. Such other agreements are not intended to change or alter this MOU unless expressly stated in writing. Any modifications or amendments to this MOU must be in writing and signed by both parties.

2.5 Venue and Governing Law. This MOU and all obligations created hereunder shall be performable in Brazoria County, Texas. This MOU shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

2.6 Independent Contractor Status. This MOU will not be construed as creating an employer/employee relationship between any of the Parties. Each party shall maintain worker's compensation insurance, professional liability insurance, and comprehensive general liability insurance policies, and proof of such policies shall be presented upon request of the other party. Each party assumes full responsibility for the actions of their own employees and contractors and each shall remain solely responsible for their own employees' and contractors' supervision, daily direction, control, and payment of salary and benefits.

2.7 Liability and Immunity. The Parties recognize that in the event of an accident causing damage or injury, liability would be determined under the Texas Tort Claims Act. The Parties do not waive or relinquish any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this MOU and performance of the functions or obligations described herein.

2.8 Severability. If any provision or provisions of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.9 Notice. Any notices required by this MOU shall be made as follows:

|             |                                                                                                                                                          |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to AISD: | Alvin Independent School District<br>301 East House Street<br>Alvin, Texas 77511<br>(281) 388-1130 (telephone)<br>Attention: Superintendent Carol Nelson |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|

|                          |                                                                                                                                                        |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the City of Alvin: | City of Alvin<br>216 West Sealy Street<br>Alvin, Texas 77511<br>(281) 388-4278 (telephone)<br>(281) 331-7215 (facsimile)<br>Attention: Mayor Paul Horn |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|



2.10 Each Party to the MOU is authorized by law to perform the functions or services to be performed under this MOU. This MOU shall be binding upon the Parties and their respective successors and assigns.

2.11 This MOU is effective upon execution by the parties and will remain in effect until December 31, 2023, unless extended by written agreement of the parties.

2.12 This MOU may be executed in counterparts, which together shall constitute one instrument. Electronic signatures on this MOU shall be accepted the same as original signatures. A photocopy of this MOU may be used in any action brought to enforce or construe it.

**CITY OF ALVIN, TEXAS**

By \_\_\_\_\_  
Paul A. Horn  
Mayor, City of Alvin

Date \_\_\_\_\_

**ALVIN INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_  
Carol Nelson  
Superintendent, AISD

Date \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE ALVIN INDEPENDENT SCHOOL DISTRICT  
AND THE CITY OF ALVIN**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Alvin, Texas, a home rule municipal corporation located in Brazoria County, Texas (hereinafter referred to as the “City”), and the Alvin Independent School District (Purchasing Department), a political subdivision of the State of Texas, (hereinafter referred to as “AISD”), and collectively referred to as the “Parties” and individually as a “Party.”

Pursuant to the authority granted by the “Texas Interlocal Cooperation Act,” Chapter 791 of the Texas Local Government Code, providing for the cooperation between local governmental bodies, the Parties hereto, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**WHEREAS**, this MOU is made pursuant to and in accordance with Chapter 791 of the Texas Local Government Code; and

**WHEREAS**, the governing bodies of each Party find that the subject of this MOU is necessary for the benefit of the public and that each Party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this MOU is in the common interest of both Parties; that the division of cost fairly compensates the performing party for the services performed under this MOU; and that each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying party; and

**WHEREAS**, the City and AISD are parties to an agreement that promotes and protects the public health, safety and welfare through joint efforts on common projects for the common good and welfare of the citizens of the City; and

**WHEREAS**, the Parties to this MOU recognize the mutual benefit of collaborative partnering and this MOU serves as an indication of continued interest in cooperation of the Parties; and

**WHEREAS**, the Parties share a mutual interest in utilizing the City of Alvin’s Emergency Medical Services (“EMS”) building located at 709 East House Street, Alvin, Texas, for AISD’s district wide disposal items (the “Property” or “auction items”) through an online auction; and

**WHEREAS**, AISD Property will be picked up from various AISD locations and delivered to the old EMS building for staging, photographing, viewing, and for final pick up

by buyers; and

**WHEREAS**, it is anticipated that AISD will use and occupy the facility until December 31, 2023;

**NOW THEREFORE, AND IN CONSIDERATION** of the mutual obligations and benefits to be derived hereunder, the City and AISD (Purchasing Department) hereby enter into this MOU as follows:

1.0 AISD will have access to all areas of the first floor of the facility located at 709 East House Street, Alvin, Texas.

1.1 The inter-office areas of the facility will be used by AISD office staff for the following uses:

- a. Placement of auction items already staged for pickup. These type items will be in boxes on carts and can easily roll out to auction buyers.
- b. Use of restroom facilities. AISD will be responsible for cleaning the restroom facilities while in use by AISD staff only. Facilities will not be for public use. If required, AISD staff will shut off water while the building is not being used during the week.

1.2 The bays of the facility will provide public access for the following uses:

- a. AISD staff will be utilizing this area for staging of all auction items. AISD tables, carts, and pallets may be placed with the area to provide public viewings of auction items.
- b. AISD may provide large fans for this area during use and will be turned off when staff are not at the facility.
- c. Bay Doors. AISD staff will be utilizing box trucks to offload auction items and access to all bay garage doors will be required for auction setup. All bay doors will be open during setup, viewing, and auction pickup.
- d. Side double doors. AISD will be utilizing the double doors through the bays for staging products on that side of the facility after the auction has been completed for pickup.
- e. AISD will be lining open window access inside by garage doors for security purposes. The lining will be of a muted color and easily removed upon

completion of use.

1.3 The concreted areas for parking surrounding the facility will be utilized by AISD for staging of auction pickups.

1.4 AISD will require key codes and/or one (1) set of keys to the facility for accessibility at all times during the agreed months. AISD will secure all doors prior to leaving the premises.

1.5 AISD hereby assumes all responsibility for any and all loss or such damage to its auction items acknowledges and agrees that it shall be responsible for protecting its Property and the City shall incur no liability to AISD for any expense or claim incurred by as a result of any damage to the Property, and AISD further agrees to indemnify, protect, and save harmless the City from any and all claims and demands for damages to the Property which may arise out of or be caused by the presence, use or storage at the EMS facility.

1.6 The contact persons for each party are:

CITY OF ALVIN  
City Manager  
(281) 388-4200

AISD  
AISD Superintendent  
(281) 388-1130

1.7 This MOU may be terminated upon the mutual written agreement of the Parties. Additionally, either Party may terminate this MOU upon thirty (30) days' written notice provided to the other Party.

## II.

2.0 All Parties recognize and agree that nothing herein shall be construed to create any rights in third parties.

2.1 Survival. All representations, warranties, covenants, and other continuing obligations as expressly provided in the MOU shall survive the expiration or earlier termination of the MOU.

2.2 Assignment. The rights and obligations of this MOU shall not be assigned without prior written consent of each party.

2.3 Force Majeure. Each party shall be excused from any breach of this MOU, which is proximately caused by government regulations, war, strike, act of God, or other similar circumstances normally deemed outside the control of well-managed businesses.

2.4 Entire Agreement. This MOU contains the entire understanding of the parties with respect to the conveyance of the property described herein. It is acknowledged that other contracts may be executed in accordance with this MOU. Such other agreements are not intended to change or alter this MOU unless expressly stated in writing. Any modifications or amendments to this MOU must be in writing and signed by both parties.

2.5 Venue and Governing Law. This MOU and all obligations created hereunder shall be performable in Brazoria County, Texas. This MOU shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

2.6 Independent Contractor Status. This MOU will not be construed as creating an employer/employee relationship between any of the Parties. Each party shall maintain worker's compensation insurance, professional liability insurance, and comprehensive general liability insurance policies, and proof of such policies shall be presented upon request of the other party. Each party assumes full responsibility for the actions of their own employees and contractors and each shall remain solely responsible for their own employees' and contractors' supervision, daily direction, control, and payment of salary and benefits.

2.7 Liability and Immunity. The Parties recognize that in the event of an accident causing damage or injury, liability would be determined under the Texas Tort Claims Act. The Parties do not waive or relinquish any immunities or defenses on behalf of themselves, their trustees, officers, employees, and agents, as a result of the execution of this MOU and performance of the functions or obligations described herein.

2.8 Severability. If any provision or provisions of this MOU shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2.9 Notice. Any notices required by this MOU shall be made as follows:

|             |                                                                                                                                                          |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to AISD: | Alvin Independent School District<br>301 East House Street<br>Alvin, Texas 77511<br>(281) 388-1130 (telephone)<br>Attention: Superintendent Carol Nelson |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|

|                          |                                                                                                                                                        |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| If to the City of Alvin: | City of Alvin<br>216 West Sealy Street<br>Alvin, Texas 77511<br>(281) 388-4278 (telephone)<br>(281) 331-7215 (facsimile)<br>Attention: Mayor Paul Horn |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|

2.10 Each Party to the MOU is authorized by law to perform the functions or services to be performed under this MOU. This MOU shall be binding upon the Parties and their respective



successors and assigns.

2.11 This MOU is effective upon execution by the parties and will remain in effect until December 31, 2023, unless extended by written agreement of the parties.

2.12 This MOU may be executed in counterparts, which together shall constitute one instrument. Electronic signatures on this MOU shall be accepted the same as original signatures. A photocopy of this MOU may be used in any action brought to enforce or construe it.

**CITY OF ALVIN, TEXAS**

By \_\_\_\_\_  
Paul A. Horn  
Mayor, City of Alvin

Date \_\_\_\_\_

**ALVIN INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_  
Carol Nelson  
Superintendent, AISD

Date \_\_\_\_\_



# AGENDA COMMENTARY

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**Meeting Date:** 3/16/2023

**Department:** City Secretary

**Contact:** Dixie Roberts, Asst. City Manager/City Secretary

**Agenda Item:** Consider the cancellation of the April 6, 2023 Council meeting due to the observance of the Easter holiday.

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**Type of Item:** Action Item

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**Summary:** All non-emergency city offices will be closed on Thursday, April 6, 2023 in observance of the Easter Holiday.

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**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:** \_\_\_\_\_

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**Supporting documents attached:**

None

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**Recommendation:**

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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: ☒