

City of Alvin, Texas

Paul Horn, Mayor

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



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

Alvin City Council Agenda

Thursday, April 20, 2023

7:00 PM

(Council Chambers)

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

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

NOTICE is hereby given of a Regular Meeting and Executive Session of the City Council of the City of Alvin, Texas, to be held on Thursday **APRIL 20, 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. PRESENTATION

- A. National Crime Victims' Rights Week Proclamation - April 23-29, 2023.
- B. Presentation/update from Precinct 1 Constable, David Thacker.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the March 7, 2023, City Council Workshop meeting minutes.
- B. Consider approval of the March 16, 2023, City Council meeting minutes.
- C. Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2023 season.
- D. Consider closing the Alvin Library (105 South Gordon St.) for Novemberfest and Home for the Holidays in perpetuity.
- E. Consider the purchase of a Case 580N 2WD Cab Tractor Loader from Associated Supply Co., Inc. (ASCO) in an amount not to exceed \$104,782.35 utilizing the Houston Galveston Area Council (H-GAC) Cooperative Purchasing Program.
- F. Call a Public Hearing to receive comment regarding an ordinance establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through – thirteen (13) for Thursday, May 18, 2023, at 7:00 p.m. in the City Council Chambers of Alvin City Hall,

216 West Sealy.

- G. Consider the appointment of Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2023; and authorize the City Manager to sign the Auditor's Engagement Letter.
- H. Consider Resolution 23-R-06, suspending the May 3, 2023 effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division, to Implement interim GRIP rate adjustments for gas utility investment in 2022, and requiring delivery of this Resolution to the Company and legal counsel.
- I. Consider Resolution 23-R-08, finding that CenterPoint Energy Houston Electric, LLC's Application for approval to amend its distribution cost recovery factor pursuant to 16 Texas Administrative Code §25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel.
- J. Consider Resolution 23-R-09, finding that Texas-New Mexico Power Company's application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel.

6. OTHER BUSINESS

- A. Presentation of the Property Assessed Clean Energy ("PACE") Program.
- B. Presentation by Belt Harris Pechacek, LLLP, of the City's Annual Comprehensive Financial Report (ACFR) as of September 30, 2022; and acknowledge receipt of the 2022 ACFR.
- C. Consider a variance request for the property owners at 1309 Highland Drive to encroach 22.1 feet into the 25-foot front building setback for the construction of a carport.
- D. Consider Ordinance 23-G, amending Chapter 17½, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the regulation of signs; providing for penalties; providing for severability; and setting forth other provisions related thereto.
- E. Consider Resolution 23-R-07, amending the rules and regulations for the City of Alvin Oak Park Cemetery, and setting forth other provisions related thereto.
- F. Consider appointment to the Senior Citizen Board to fill a vacancy for an unexpired term through December 31, 2023.
- G. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

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 551.072** of the Local Government Code provides as follows: Deliberation regarding the purchase, exchange, lease, or value of real properties.
- B. **Section 551.071(1)(A)** of the Local Government Code provides as follows: Consultation with City Attorney regarding pending or contemplated litigation or **(B)** settlement offer.
- C. **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

- A. Consider and take appropriate action, if any, regarding the employment contract of the City Attorney.

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, in compliance with Chapter 551, Texas Government Code, on **MONDAY April 17, 2023, at 5:30 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

WHEREAS, the victims' rights movement has resulted in the passage of laws at the local, state, and federal levels that establish essential rights for victims; and

WHEREAS, crime victims' rights acts passed in Texas and at the federal level have provided victims with ways to participate throughout the criminal justice system; and

WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that accessible, appropriate, and trauma-informed services are offered to all victim of crimes.

NOW, THEREFORE, I, Paul A. Horn, as Mayor of the City of Alvin and on behalf of the City Council, do hereby proclaim the week of April 23-29, 2023, as

Crime Victims' Rights Week

and that the City of Alvin is committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice and peace.

WITNESS my hand and seal
this 20th day of April 2023.

Paul A. Horn, Mayor

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
TUESDAY, MARCH 7, 2023
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Gabe Adame; Councilmembers: Martin Vela, Keko Moore, Glenn Starkey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Sara Cruz, Deputy City Secretary; Michael Higgins, Director of Administrative Services; Christine Turner, Controller; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Visioning and goalsetting for the Capital Improvement Program and Fiscal Year 2023-2024 Budget and possibly include discussion on future development, city operations, and policymaking. No formal action will be taken by City Council during this workshop.

Mr. Roland began by reviewing the upcoming budget calendar and explaining the purpose of the SWOT Analysis that was sent out to Council members. Mr. Roland explained the importance of City Council providing input during the budget process in order to provide direction. He also went on to review the departmental goals that were set based on the adopted strategic plan. He highlighted the City's strengths, weaknesses, and opportunities for positive progression. Mr. Roland began discussing the city's current tax rate and how it is appropriated along with the sales use tax. Mr. Roland explained the difference between an Economic Development Department and an Economic Development Corporation. Further discussion was had on how an Economic Development Corporation is used, its benefits, and other cities that have adopted such corporations. There was discussion on the aesthetics of Alvin and how improving landscaping and other visual features might help improve perception. Council member Adame asked if grants are available to fund these types of beautification projects; discussion was had on other funding options. Michelle Segovia, City Engineer, suggested the amendment of the Tree Preservation Ordinance to allow those funds to be utilized for broader landscaping options beyond planting trees. The pros and cons of zoning were discussed. Streamlining of the board and commission appointment process was discussed along with the possibility of implementing term limits for board and commission members. Increasing fines or the introduction of a progression scale for City Ordinance violations, possible occupancy and inspection fees and the investment of the downtown area was discussed. Capital Improvement Projects for each department were reviewed. Ms. Segovia summarized current projects and upcoming phases for the Engineering Department and Streets Projects. Mr. Kelinske highlighted the Parks Projects, updating equipment, lighting, and structures of park facilities. Mr. Moody gave an update on Water and Wastewater Projects, and lift stations they will be able to eliminate, lowering maintenance and utility fees.

ADJOURNMENT

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

PASSED and APPROVED the 20th of April, 2023.

ATTEST:

Paul A. Horn, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING AND EXECUTIVE SESSION
THURSDAY, MARCH 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 and Executive 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: Keko Moore, Joel Castro, Glenn Starkey, Richard Garivey, and Chris Vaughn.

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Vaughn gave the invocation. Council member Moore led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Telecommunications Week Proclamation - April 9-15, 2023

Mayor Horn presented the proclamation to APD Telecommunications Staff for the upcoming National Telecommunications Week, April 9-15, 2023.

Alvin Library Day Proclamation - March 25, 2023 - Centennial Celebration

Mayor Horn presented the proclamation to Alvin Library Staff and Board members for the upcoming Centennial Celebration.

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

Michael Higgins, Director of Administrative Services, presented this award before City Council with explanation.

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.

Michael Higgins, Director of Administrative Services, presented this award before City Council with explanation.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the February 16, 2023 City Council Workshop meeting minutes.

Consider approval of the February 16, 2023 City Council meeting minutes.

Consider approval of the February 22, 2023 City Council Workshop meeting minutes.

Proclaim the month of April 2023 as Fair Housing month in the City of Alvin, Texas.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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

OTHER BUSINESS

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.

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.

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

Council member Adame moved 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. Seconded by Council member Starkey; motion carried with all members present voting Aye.

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.

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.

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

Council member Starkey moved 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. Seconded by Council member Garivey; motion carried with all members present voting Aye.

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.

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.

Dan Kelinske, Director of Parks and Recreation, presented this item before City Council with explanation.

Council member Castro moved 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 (including monthly payment); and authorize the Mayor to sign upon legal review. Seconded by Council member Adame; motion carried with all members present voting Aye, and Council member Garivey voting No.

Consider the cancellation of the April 6, 2023 Council meeting due to the observance of the Easter holiday.

All non-emergency city offices will be closed on Thursday, April 6, 2023 in observance of the Easter Holiday.

Council member Castro moved to cancel the April 6, 2023 Council meeting due to the observance of the Easter Holiday. Seconded by Council member Starkey; motion carried with all members present voting Aye, and Council member Adame voting No.

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.

Council member Garivey requested an item be placed on the next agenda to allow Constable Thatcher, who's office is now located in Alvin, to come speak with Council and take questions.

Council member Castro requested a workshop session to discuss the possibility of a Special Downtown Alvin District.

REPORTS FROM THE CITY MANAGER

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

Mr. Junru Roland announced items of community interest; and he reviewed the preliminary list for the April 20, 2023, City Council Meeting.

ITEMS OF COMMUNITY INTEREST

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

Council member Garivey reminded everyone of the upcoming Music Fest, March 24th and 25th at Briscoe Park.

Mayor Horn mentioned the Together for Alvin non-profit group comprised of Alvin area churches aimed at the betterment of the community. They will be having an event on May 5th.

EXECUTIVE SESSION

Mayor Horn called for executive session at 7:31 p.m. in accordance with the following:

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.

RECONVENE TO OPEN SESSION

Mayor Horn reconvened the meeting to open session at 7:57 p.m.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:57 p.m.

PASSED and APPROVED the 20th of April, 2023.

ATTEST:

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: City Secretary

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

Agenda Item: Consider authorizing the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2023 season.

Type of Item: Action Item

Summary: This is an annual request for authorization from the Brazoria County Mosquito Control District for the continuance of aerial spraying over the City of Alvin. The spraying is performed during massive outbreaks of mosquitoes (typically in summer and fall months) by the contracted aerial sprayer. The County will put out notifications through their respective social media accounts and other means available. The flying schedule depends heavily upon the landing rate counts, weather and wind conditions. As a result of the variables listed, the County is unable to give notice of the specific flying time in advance.

Aerial spraying has proven to be an effective measure for mosquito control in Brazoria County. More information can be obtained by calling the Brazoria County Mosquito Control Office at 979-864-1532 or by visiting: <https://www.brazoriacountytx.gov/departments/mosquito-control/spray-request>. Residents can also submit spray requests by calling their office, or by visiting the website listed above.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 3/16/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Mosquito Aerial Spraying Letter 2023

Recommendation: Move to authorize the City Manager to send a letter to the Brazoria County Mosquito Control District for the continuation of aerial spraying services for the 2023 season.

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: ☒



www.alvin-tx.gov

CITY OF ALVIN

216 West Sealy Street • Alvin, Texas 77511 • (281) 388-4248 • FAX (281) 388-4294

Office of the City Manager

April 20, 2023

Ms. Fran Henderson, Director
Brazoria County Mosquito Control District
1380 East Kiber
Angleton, Texas 77515

Re: Aerial Spraying over the City of Alvin

Dear Ms. Henderson:

The City of Alvin would like the Brazoria County Mosquito Control District to continue providing aerial spraying over the City of Alvin. We understand the spraying will be done during heavy outbreaks of mosquitoes.

We would like to thank you for providing this service and agree this type of spraying has been a big help in controlling mosquitoes in our area.

Sincerely,

Junru Roland
City Manager



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: City Secretary

Contact: Sara Cruz, Deputy City Secretary

Agenda Item: Consider closing the Alvin Library (105 South Gordon St.) for Novemberfest and Home for the Holidays in perpetuity.

Type of Item: Action Item

Summary: On February 2, 2023, the Alvin Public Library Board met for their regularly scheduled meeting. One of the items discussed was closing the Alvin Library for the community events of Novemberfest and Home for the Holidays. While this is usually proposed every year, this year the Board is proposing those closures on a permanent basis. This will allow for more flexibility with parking and reduce maintenance of the restrooms, which both see an increase in traffic during said events.

Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: NA

Amount: NA

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☐

Date Completed: 3/16/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Library Board Draft Minutes; 2/2/23
-

Recommendation: Move to approve closing the Alvin Library (100 South Gordon St.) for Novemberfest and Home for the Holidays in perpetuity.

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

ALVIN LIBRARY BOARD MEETING MINUTES

February 2, 2023 – 6:00 p.m.

Members Present: Sandra Curtner, Jason Jones, Laura Parker

Members Absent: Marina Olson, Felicia Robbins

Library Staff: Lisa Loranc, Jennifer Hill

Call to Order: The meeting was called to order by Chair Sandra Curtner at 6:05 p.m.

Swear in New Board Member – Sara Cruz swore in new Board member Jason Jones prior to the meeting

Review and Approve Minutes of the February 4, 2021, Board Meeting – The minutes were approved.

Brazoria County Library System Director Report – Lisa Loranc reported:

- Updates to Lake Jackson branch are now complete with a new circulation desk
- Several branches have added murals
- City of Sweeney is planning to refurbish the exterior of the library; interior is complete
- West Pearland's AV technology is being installed; staff hope to open the makerspace by Spring.
- FY22 – almost 590,000 people visited the branches; 430,000 digital items were accessed, and during the reading challenges, patrons read almost 2,900,000 minutes.
- FY22 – patrons saved \$15,382,936 by borrowing rather than buying or renting items
- County instituted a hiring freeze, but the court has given the library system blanket approval to fill all PT positions
- BrazCon 2023 has been cancelled due to space issues
- Library system is redesigning the website, which should be online before the end of February. Information Systems asked for a 3rd party vendor to be used, to include municipal and government websites
- FY23 funding requests were approved with minor changes; initial request was reduced by \$65K at the request of the auditor's office; \$15K was from BrazCon
- Budget requests have been going down for several years
- Library staff is planning for the summer reading challenge
- End of February plan to present a 20-year vision for the library system
- Population growth is expected to rise by 300% with the Grand Parkway
- Friends groups build community support; funds for new library could come from a bond, MUD, etc.
- Land is needed for ET-J
- Judy Zavalla has stepped down from representing on the County Advisory Board. Commissioner Adams appoints; meetings are at noon on the 2nd Tuesday of the month. The Foundation meets immediately after the Advisory Board meetings.

Alvin Branch Report – Jennifer Hill started in July

- FY22 had 49,580 visitors
- 19,934 patrons enjoyed the summer reading programs
- During the 3 seasonal reading challenges, readers read 2,890,195 minutes
- Branch budget impact was \$777,742
- \$1,280,754 – Alvin patrons saved, not including digital materials, online resources, or programming
- The DIY collection was revamped to the expanded Library of Things collection
- Jennifer showed the logo for the Library Centennial

Library Closures for Novemberfest and Home for the Holidays – Jason Jones motioned and Laura Parker seconded to recommend to the city council that the library be closed on Novemberfest and Home for the Holidays in perpetuity. Motion carried.

2023 Centennial Celebration

- March 25, 2023. Alvin library is the oldest branch

Items of Community Interest

- The Foundation author dinner is postponed to August

Adjournment: The meeting was adjourned at 7:16 p.m.

Submitted by Laura Parker, Secretary



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider the purchase of a Case 580N 2WD Cab Tractor Loader from Associated Supply Co., Inc. (ASCO) in an amount not to exceed \$104,782.35 utilizing the Houston Galveston Area Council (H-GAC) Cooperative Purchasing Program.

Type of Item: Action Item

Summary: Public Services utilize backhoes/loaders for excavations to replace, repair, or install watermain, sewer main, storm sewer, and several other various tasks. The current backhoe (unit 619) was purchased and placed into service in 2002. Normal wear and tear has greatly reduced the effectiveness of the current backhoe. As a result, the maintenance cost and downtime for maintenance on this unit has increased. By replacing the current 21-year-old backhoe with a new modern machine, it will aid the Public Services staff with departmental needs to complete tasks within the City's infrastructure.

Staff demoed and requested proposals from three different manufacturers; Case, John Deere, and Mustang CAT. Case is a well-known brand with an excellent reputation and is the same manufacturer of our current unit. The machine has served the departments well, has been very dependable, and has shown to have an exceptional life-cycle. Case also has the lowest cost compared to the other manufacturers.

The replacement of the current backhoe was budgeted in the FY23 budget and staff recommends the purchase of the new Case 580N Backhoe.

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

Funding Account: 312-5501-00-4150 **Amount:** \$104,782.35 **1295 Form Required?** Yes ☒ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 4/13/2023 SLH

Finance Review Required: N/A ☐ Required ☒ **Date Completed:** 4/17/23

Supporting documents attached:

1. Backhoe Quotes
 2. Case 580 Backhoe Specs
-

Recommendation: Move to approve the purchase of a Case 580N 2WD Cab Tractor Loader from Associated Supply Co., Inc. (ASCO) in an amount not to exceed \$104,782.35 utilizing the Houston Galveston Area Council (H-GAC) Cooperative Purchasing Program.

Reviewed by Department Head, if applicable: __
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X

Quote Summary

Prepared For:
 CITY OF ALVIN
 1100 W HIGHWAY 6
 ALVIN, TX 77511
 Business: 281-388-4325

Prepared By:
 PATRICK NICKERSON
 Doggett Heavy Machinery
 9111 North Freeway
 Houston, TX 77037
 Phone: 713-679-6700
 patrick.nickerson@doggett.com

Quote Id: 28349869
Created On: 07 March 2023

Expiration Date: 31 October 2023

Equipment Summary

	Selling Price		Qty		Extended
JOHN DEERE 310 P-Tier Backhoe Loader	\$ 120,000.00	X	1	=	\$ 120,000.00
SOURCEWELL CONTRACT # 032119-JDC	\$ 0.00	X	1	=	\$ 0.00
3 Delivery Options: 1) Select a unit already in stock with like specs for immediate delivery 2) Select a machine that is currently on order for a 2-4 Month Delivery Time 3) Place a new factory order for a backhoe which has a lead time of 5-6 Months	\$ 0.00	X	1	=	\$ 0.00
John Deere Extended Warranty-48 Month 4000 Hour Powertrain and Hydraulic Warranty	\$ 0.00	X	1	=	\$ 0.00

Equipment Total

\$ 120,000.00

Quote Summary

Equipment Total	\$ 120,000.00
SubTotal	\$ 120,000.00
Total	\$ 120,000.00
Balance Due	\$ 120,000.00



LET'S WORK TOGETHER

Machine Sales Quotation

Reference# 55572-12

April 2, 2023

Mustang CAT Sales Representative

Andre Roberts
CITY OF ALVIN
216 W SEALY ST
ALVIN, TX 77511

Stuart Newton
Mobile: 832-540-9086
Office: 832-540-9086
SNewton@mustangcat.com

Mr. Roberts,

Thank you for considering Mustang CAT. Our proposed solution for your needs is summarized below with additional detail on the following page or pages. Please review this proposal thoroughly. Our recommended solution is based on our current understanding of your requirements. Please contact me if your requirements have changed or if you have any questions about the products and services we are recommending.

We hope to earn your business and look forward to working with you. When you are ready to move forward, please sign and date on the bottom of page one and return it to me.

Mustang CAT recommended solution for 2023 Budget

CAT Machines

420 4ECA	420 07A BACKHOE LOADER DCA2B (pre-tax)	\$141,165.63
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Warranties

420 4ECA	Warranty: 1st Year Premier/Unlimited Hours; Year 2 & 3, 5000 Hours Powertrain + Hydraulics + Tech	Included
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Total Investment (pre-tax):	\$141,165.63
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Accepted by:

Printed Name

Date

Customer Signature



ENGINE

Model	FPT F5BFL413C
Emissions Certification	Tier 4 Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in ³ (3.4 L)
Fuel injection	Direct, high pressure common rail – HPCR
Fuel	Diesel
Engine speeds*	RPM
Rated speed – full load	2200
Low idle	900 – 1000
High idle – no load	2330 – 2430
Horsepower @ 2200 RPM:	
Gross	90 hp (67 kW)
Net w/ viscous fan**	89 hp (66 kW)
Net	83 hp (62 kW)
Maximum torque @ 1400 RPM:	
Gross	306 lb-ft (415 N-m)
Net w/ viscous fan	305 lb-ft (413 N-m)
Net	299 lb-ft (405 N-m)
Torque rise at rated speed	43% +/- 5%
Radiator:	
Core type	Square wave
Core size area	486 in ² (3 145 cm ²)
Rows of tubes	5
39° fan:	
Style	7 blade suction
Diameter	19.65 in (499 mm)
Ratio	1.1:1
Pump operating angle ratings:	
Side to side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, full flow spin on

NOTE: *Meets federal emission regulations.

**Viscous fan included w/ Cab
Convenience package.

DRIVETRAIN

Transmission:
4F-4R Power Shuttle Synchromesh Transmission
manual gear shift, fully synchronized

Gear ratios	Forward/Reverse
1st	5.603/4.643
2nd	3.481/2.884
3rd	1.584/1.313
4th	0.793/0.657

Travel speeds – Power Shuttle

Transmission	Forward mph (kph)	Reverse mph (kph)
1st	3.8 (6.1)	4.5 (7.3)
2nd	6.1 (9.8)	7.3 (11.7)
3rd	13.1 (21.1)	15.7 (25.3)
4th	24.6 (39.6)	29.4 (47.3)

Torque converter ratio 3.01

Differential-lock:

On-the-go push-button activation

Front/Rear axle (w/ 4WD 12x16.5 front tires):

Differential ratio	2.0/2.5
Planetary hub ratio	6.0/6.4
Total reduction ratio	12.0/16.0

Service brakes:

Individually applied, power assisted,
hydraulically actuated, maintenance-free,
self-adjusting, outboard mounted, wet disc,
2 per side.

Total disc area 384 in² (0.25 m²)

Parking brakes Trans Mounted
spring-applied hydraulic release – SAHR

NOTE: Travel speeds at 2293 engine
RPM specified: w/ 19.5 L x 24.0 tires.

ELECTRICAL

Voltage 12 Volts, negative ground

Alternator 160 amp

Dual batteries:

850 cold-cranking amps each

Power plugs – 2 30 amps total

OPERATOR ENVIRONMENT

ROPS/FOPS certified protective canopy;
Anti-vandalism cover for dash – w/ canopy
only; Rear fenders extensions; Coat hook w/
garment strap; Interior rearview convex mirror;
Mechanical suspension seat – 180° swivel – Vinyl;
3 in (76 mm) retractable seat belt; Cup holder/
storage tray mounted on left-hand fender;
Right-hand storage compartment w/ lid,
tilt-steering wheel on cab models.

Gauges:

Engine water temperature; Converter oil
temperature; Fuel level; Tachometer/
hourmeter; DEF Level.

Warning lights:

Air cleaner restriction; Alternator; A/C high
pressure; Cold start; Engine oil pressure
low; Hydraulic oil filter bypass; Parking brake
engagement; Low fuel; Water in fuel; Low DEF.

Audible alarms:

Coolant temperature; Engine oil pressure;
Parking brake engagement; Shuttle
engagement/seat position; Backup alarm;
Converter temperature; Low DEF.

Horn

Dual switched front and rear

OPERATING WEIGHT

Configuration 1 – SAE Transport:

Standard dipper, 82 in (2.08 m) LL bucket,
2WD, 19.5 L – 24 rear tires, 24 in HD backhoe
bucket, flip over stabilizer pads, 1 Door Cab
w/ Heat and A/C, Cloth Mechanical Suspension
seat, 1,100 lb front counter weight, no operator,
fully fueled.

16,589 lb (7 525 kg)

Configuration 2 – SAE Transport:

No Operator, 1 Door Cab, 4WD, AC, E-hoe,
Wobble Stick Mechanical BH Controls,
1,100 lb Front Counterweight, PowerShuttle
Transmission, Boom Guard, Extendahoe®,
82 in GP Loader Bucket 12-16.5 Front Tires,
19.5 L – 24 Rear Tires.

17,751 lb (8 052 kg)

Add-on weights:

Cab-over canopy 309 lb (140 kg)
Extendahoe® 285 lb (129 kg)

HYDRAULICS

Pump: Parker P330 Single Section Gear Pump	
Main relief pressure:	
Standard	3,350 +/- 50 psi (231 +/- 3.5 bar)
Filtration:	
7-micron, return line, full flow, spin on element, condition indicator light for filter.	
Oil cooler	Heavy-duty
Loader flow @ rated engine RPM:	
	28.5 gpm @ 3,350 psi (108.0 L/min @ 231 bar)
Loader control valve:	
Two or three-spool open center monoblock valve. Two and three-spool valves have a single lever manual control for lift and tilt functions. Three-spool valve uses a proportional Electro-Hydraulic control for the auxiliary function. The lift lever has a positive hold "Float" position and a "return-to-dig" feature.	
Loader auxiliary hydraulics w/ proportional thumb switch w/ detent on loader control handle:	
	0 – 28.5 gpm (0 – 108 L/min)
Backhoe flow @ rated engine RPM:	
	28.5 gpm @ 3,350 psi (108 L/min @ 231 bar)
Manual backhoe control valve:	
Six-spool monoblock open center control valve w/ seventh and eighth spool bolt-on sections. Features "Pro-Control" which includes custom designed spools for each individual function along w/ "swing cushioning" valve for zero-wag swing control. Basic control valve has an open center parallel circuit for all functions.	

Pilot backhoe control valve:
Six, seven or eight-spool sectional closed center control valve. Features "Pro-Control" which includes custom designed spools for each individual function along w/ "swing cushioning" valve for zero-wag swing control. Basic control valve is closed center, w/ circuits in parallel w/ a post-compensated, flow sharing feature for simultaneous operation of all circuits.

1-way flow auxiliary hydraulics:

1-way flow hydraulic valve is equipped w/ an adjustable LS relief valve to control attachment pressure and a 6 position flow control selector for 6 detented, distinct flow settings.

Actuation:

Manual backhoe controls – cab floor pedal
Pilot controls – left-hand joystick

2-way flow auxiliary hydraulics*:

Actuation:

Activate the 2-way flow switch located on the rear console
Manual shift – 2-way flow linkage on far right of backhoe tower
Pilot controls – left-hand joystick.

NOTE: *Available w/ 1-way/2-way Aux. Hyd. option.

SERVICE CAPACITIES

Fuel tank	35.0 gal (132.0 L)
DEF tank	3.6 gal (13.5 L)
Hydraulic system:	
Total	111 qt (105.0 L)
w/ Extendahoe®	117 qt (110.7 L)
Reservoir w/ filter	55 qt (52.4 L)
Reservoir w/o filter	53 qt (50.5 L)
Transmission – total system:	
2WD Standard	18 qt (17.0 L)
4WD Standard	21 qt (19.4 L)

Standard front axle:	
4WD Differential	8.1 qt (7.7 L)
4WD Planetaries – each	0.5 qt (0.5 L)
Rear axle:	
Differential and planetaries	14.4 qt (13.6 L)
Engine oil w/ filter	8.5 qt (8.0 L)
Cooling system:	
w/ heater	19.0 qt (18.0 L)
w/o heater	18.3 qt (17.3 L)
Window washer reservoir	3.0 qt (2.8 L)

OTHER SPECIFICATIONS

Front tires:	
2WD	11.0 L x 16.0, 10-ply rating
4WD	12.0 L x 16.5, 10-ply rating
4WD	12.5/80 x 18.0 10-ply rating
Rear tires:	
2/4WD	19.5 L x 24.0, 10-ply rating
Turning radius: Curb to Curb:	
2WD:	
Brakes on	10 ft 8 in (3.24 m)
Brakes off	12 ft 4 in (3.76 m)
4WD – engaged*:	
Brakes on	11 ft 4 in (3.45 m)
Brakes off	13 ft 10 in (4.21 m)
4WD – disengaged*:	
Brakes on	11 ft 0 in (3.36 m)
Brakes off	12 ft 3 in (3.72 m)

NOTE: *Turning radius dimensions curb to curb w/ 12.0 x 16.5 front tires and 19.5 L x 24.0 rear tires.

LOADER BUCKET SIZES

Type	Width	Weight	Struck	Heaped Capacity
Long Lip Bucket without bolt-on edge	82 in (2.08 m)	683 lb (310 kg)	0.88 yd ³ (0.67 m ³)	1.03 yd ³ (0.79 m ³)
	93 in (2.36 m)	1,188 lb* (539 kg)	1.10 yd ³ (0.84 m ³)	1.29 yd ³ (0.99 m ³)
4 IN 1® Bucket with bolt-on edge	82 in (2.08 m)	1,572 lb* (713 kg)	0.85 yd ³ (0.65 m ³)	1.05 yd ³ (0.80 m ³)

NOTE: *Weight of 4 IN 1® bucket includes edges, cylinders and tube lines.

BACKHOE BUCKET SIZES

Type	Width	Weight	Heaped Capacity
General Purpose Trenching Buckets	18 in (457 mm)	232 lb (105 kg)	4.70 ft ³ (0.13 m ³)
	24 in (610 mm)	272 lb (123 kg)	6.26 ft ³ (0.18 m ³)
Universal Buckets	12 in (305 mm)	295 lb (137 kg)	3.40 ft ³ (0.10 m ³)
	18 in (457 mm)	356 lb (162 kg)	5.30 ft ³ (0.15 m ³)
	24 in (610 mm)	427 lb (194 kg)	7.70 ft ³ (0.22 m ³)
	30 in (762 mm)	489 lb (222 kg)	10.20 ft ³ (0.29 m ³)
	36 in (914 mm)	552 lb (251 kg)	12.70 ft ³ (0.36 m ³)
High Capacity Buckets	24 in (610 mm)	447 lb (203 kg)	8.50 ft ³ (0.24 m ³)



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Call a Public Hearing to receive comment regarding an ordinance establishing Standards of Care for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through – thirteen (13) for Thursday, May 18, 2023, at 7:00 p.m. in the City Council Chambers of Alvin City Hall, 216 West Sealy.

Type of Item: Action Item

Summary: In response to community demand for after-school and summer day camp programs, the Parks and Recreation Department plans to offer these style camps. A day camp is considered extending 11.5 hours per day for approximately five (5) days per week. A participant (ages 5 to 13) can expect daily engagement from instructor lead learning, crafts, physical activity, as well as the inclusion of lunch and snacks.

Chapter 42 of the Texas Human Resources Code exempts certain after-school and summer recreation programs from state licensing requirements as identified in Subsection 42.041 (14), provided that the governing body of the municipality annually adopts standards of care by ordinance after a public hearing, and that such standards are provided to the parents of each program participant. The ordinance shall include minimum staffing ratios, qualifications, facility, health and safety standards and mechanisms for monitoring and enforcing the adopted local standards, as well as notify parents that the program is not licensed by the state and cannot be advertised as a child-care facility.

Before the adoption of this ordinance, a public hearing must be held before the governing body. The notice of said public hearing will be published in the Alvin Sun on April 30, 2023 and posted on the City's website. At the May 18 meeting, City Council will conduct the public hearing and consider the annual adoption of said ordinance.

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: 3/16/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

None

Recommendation: Move to call a public hearing to receive comment regarding an ordinance

establishing Standards of Care for youth recreation programs conducted by the City of Alvin Parks and Recreation Department for elementary age children ages five (5) through – thirteen (13) for Thursday, May 18, 2023, at 7:00 p.m. in the City Council Chambers of Alvin City Hall, 216 West Sealy.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: Finance

Contact: Michael Higgins, Director of
Administrative Services

Agenda Item: Consider the appointment of Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2023; and authorize the City Manager to sign the Auditor's Engagement Letter.

Type of Item: Action Item

Summary: Chapter 103 of the Texas Local Government Code requires cities to have its records and accounts audited, and an annual financial statement prepared based on the audit. Belt Harris Pechacek, LLP (BHP) has served as the City's independent auditors since FY09. BHP is proposing a base estimated fee of \$57,280 for the City's FY23 financial statement audit; with an additional single audit* one program base fee (if required) of \$4,491 for basic procedures and \$5,684 for each major program.

* A "single audit" is additional auditing procedures that are required if the City expends over \$750,000 of federal (grant) funds in a fiscal year. The City has met this threshold for FY22, so this single audit fee will be included for FY23. By engaging BHP for FY22, the City retains an audit firm that is extremely knowledgeable of the City's accounting and internal controls. BHP's Prior Fiscal Year Engagement Fees (FY22) Base audit fee: \$44,850 + \$8,725 for a single one program.

FY23 Base Audit Fees for Comparative Cities: Lake Jackson: \$61,000, Webster: \$51,948, Friendswood: \$60,402, La Porte: \$59,410, and Deer Park: \$64,500.

Staff recommends approval of the engagement of BHP to provide auditing services for FY23.

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: <u>4/13/2023 SLH</u>
Finance Review Required: N/A ☐ Required ☒	Date Completed: _____

Supporting documents attached:

1. Audit Engagement Letter FY23

Recommendation: Move to appoint Belt Harris Pechacek, LLP as the City's auditors for the Fiscal Year ending September 30, 2023; and authorize the City Manager to sign the Auditor's Engagement Letter.

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: ☒



Engagement Letter - Single Audit

April 10, 2023

Mr. Junru Roland, City Manager
City of Alvin
216 West Sealy Street
Alvin, Texas 77511-2341

We are pleased to confirm our understanding of the services we are to provide for the City of Alvin (the "City") for the year ended September 30, 2023.

Audit Services

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, the aggregate remaining fund information, and the disclosures, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2023.

The component units will be audited as part of the audit of the financial statements of the City as noted below:

1. Tax Increment Reinvestment Zone Number One: Blended, No Separate Financial Statements
2. Tax Increment Reinvestment Zone Number Two: Blended, No Separate Financial Statements
3. Tax Increment Reinvestment Zone Number Three: Blended, No Separate Financial Statements
4. Kendall Lakes TIRZ Redevelopment Authority: Blended, Separate Financial Statements

Accounting standards generally accepted in the United States of America (GAAS) provide for certain Required Supplementary Information (RSI), such as Management's Discussion and Analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule(s)
3. Pension Schedule(s) as applicable
4. OPEB Schedule(s) as applicable

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditors' report on the financial statements:

1. Combining Statement(s) and Schedule(s)
2. Budgetary Comparison Schedule(s)
3. Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Introductory Section
2. Statistical Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objective also includes reporting on---

1. Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
2. Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the "Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the

Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an avoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related disclosures of the City in conformity with GAAP and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related disclosures services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Nonaudit Services

In connection with the engagement, we will perform services unrelated to our attest function. The additional services we will provide include:

1. **Preparation of Documents**
We will assist in preparing the financial statements and related notes of the City in conformity with GAAP based on information provided by the City.
2. **Advisory Services**
We will provide routine advisory services through phone calls, conferences, or otherwise, in connection with incidental matters arising during the year. We encourage open lines of communication throughout the year as part of our services.
3. **Correspondence**
We will handle all normal correspondence from grantor, regulatory, or oversight agencies related to the audit.
4. **Professional Proofing**
To ensure documents issued in connection with the audit engagement are professional in appearance, we will submit both client-prepared information, as well as documents created entirely by the auditor, to an independent professional proofreader for a cover-to-cover inspection. This review will include consistent formatting, grammar, logic, and any other items that may detract from the document. This process is over and above technical reviews performed.
5. **Printing and Binding**
All final hard copy documents will be printed on a 1200 dpi or better resolution copier and bright white report paper. Reports will be bound with GBC-brand plastic combs with 30 mil oversized covers. We will manually inspect each page from one document and spot check remaining reports for printing errors. Our

reports will be centered, properly aligned, and free of smudges and other detracting elements.

6. **Electronic Adobe Searchable PDF**

In addition to providing hard copy documents, we will also provide all final documents in electronic image files in Adobe PDF format, suitable for posting in electronic agenda packages, posting on websites, or transmitting by email to regulatory agencies.

7. **Client Portal - Auditbox**

We will provide the City access to our proprietary AuditBox online site to provide a central repository where both the City's personnel and audit team members can see documents being exchanged during the process to eliminate duplicate requests from audit team members. Both the City's documents, as well as final audit documents, will be hosted on the site providing an archive of information that new personnel may access in subsequent years, if information is needed regarding what was provided for a prior year audit or a copy of audit documents issued.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The

summary schedule of prior audit findings should be available for our review prior to the beginning of our audit fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, on which we have been engaged to report, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements preparation, schedule of expenditures of federal awards, related disclosures, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Belt Harris Pechacek, LLLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to any oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Belt Harris Pechacek, LLLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Fees for our services are based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, word processing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Items that likely will increase the fee estimate include:

1. Assistance with addressing matters that were designated as management's responsibility, which include closing schedules and closing entries.
2. Submission of audit data within 60 days of a client requested completion date or filing deadline, requiring overtime hours to meet the deadline.
3. Changes in accounting pronouncements, professional standards, laws, and regulations not known to us as of the date of this letter that have a significant impact on time requirements.
4. Changes in the operations and significant matters that materially change the audit scope such as evaluation of the impact of joint ventures, debt issuance/refunding/advance extinguishment, forbearance agreements, notice of material events, enforcement actions, required corrective actions, self-insurance, environmental liabilities, going concern, and/or other postemployment benefits.
5. Significant increases in State or Federal funding requiring State and/or Federal Single Audits and/or increases to the number of grants classified as major programs by Office of Management and Budget (OMB) or State requirements.
6. Follow up on allegations or discovery of a) noncompliance with laws, regulations, and policies; b) fraud, waste, and abuse; c) significant deficiencies in internal control; d) nepotism; and e) related party transactions.

As customary in the industry, the price quoted is an estimate. In accordance with rules of the State Board of Public Accountancy, we cannot be bound to provide the audit for the amount estimated. However, in practice, we honor our fee quotes unless adverse conditions such as those described above are encountered.

Fee Estimates

	<u>2023</u>
Financial Statement Audit- ACFR	\$ 57,280
Single Audit- Basic Procedures	\$ 4,491
Single Audit- Per Major Program	\$ 5,684

GASB Statement 96

Governmental Accounting Standards Board Statement 96, *Subscription-Based Information Technology Arrangements* ("GASB 96") takes effect this year. GASB 96 provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. The standards for SBITAs are based on the standards established in GASB 87, *Leases* ("GASB 87"). Under GASB 96,

a government should recognize a right-to-use subscription asset - an intangible asset - and a corresponding subscription liability. Similar to GASB 87, GASB 96 will require management to evaluate the impact, plan for the impact, and make necessary changes in business processes. Implementation of GASB 96 will generally require centralized SBITA document management; in-depth review of SBITA documents; recording and tracking of multiple data points per arrangement, which may necessitate new software based on the volume of SBITAs; and development of new controls, reconciliations, and policies and procedures. Management needs to begin making initial assessments immediately to determine the lead time and resources needed. Management should establish the goal of being fully implemented at the earlier of interim audit procedures or 60 days prior to year end to provide for a sufficient buffer to safeguard against delay in issuing the financial statements. If management is not prepared by the regularly scheduled start date for the audit, the options will be to receive a modified audit opinion, for us to withdraw from the engagement, or to reschedule the engagement to the end of the government audit season, April 2024. The number of SBITAs that an organization has will likely be grossly underestimated and the time requirement to assemble and evaluate documents understated. Accordingly, **it is imperative to begin the GASB 96 SBITA process early to avoid negative impact.**

Our fee estimate does not include any additional time to prepare required data and disclosures or to perform audit procedures as the number and types of SBITAs varies significantly by organization. Time associated with GASB 96 will be tracked and billed separately. It is imperative that the GASB 96 work be fully completed prior to the interim audit, which typically occurs during the summer.

Federal Single Audit Engagement

A federal single audit is required by the OMB's Uniform Guidance when federal funds over \$750,000 are expended. Federal single audit fees vary based on the number of major programs as defined by OMB. Accordingly, the federal single audit fee consists of a 'Federal Single Audit-Base Fee' to cover basic fixed amounts and the 'Federal Single Audit-Per Major Program Fee', which is the scalable portion dependent on the actual number of major programs. The number of major programs is established by OMB criteria. If a federal single audit is required, there will be at least one major program. Prior year federal single audit reports will help plan for the number of major programs, but they will vary from year to year based on the level of federal funding. Should you not exceed OMB's federal single audit threshold, a federal single audit will not be required. If you anticipate exceeding the federal single audit threshold, please contact us as far in advance as possible so that we can begin doing preliminary federal single audit work.

Non-State Single Audit Engagement

A state single audit is required when grant funds that originated from the State of Texas (this does not include federal monies passed through the State) over \$750,000 are expended. State single audit fees vary based on the number of major programs as defined by the *State of Texas Single Audit Circular*. The additional technical verbiage that is necessary when a state single audit is required is not included within this engagement letter, nor does the proposed engagement fee include additional fees related to a state single audit. Should you exceed the state single audit threshold, a new engagement letter will be required.

Billing Protocol

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Generally, 40 percent will be billed and payable upon completion of interim audit procedures (normally one to four months before year end) and 60 percent after a draft of the financial statements is issued. Accordingly, the fee will be split 40/60 between budget years. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Required Attachments

Government Auditing Standards require that we provide you with a copy of our most recent external peer review

report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2021 peer review accompanies this letter.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of the audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis of matter or other matter paragraph to our auditors' report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from the engagement.

Foreign Terrorists Organizations

Pursuant to Chapter 2252, Texas Government Code, we represent and certify that, at the time of execution of this letter, neither we nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code or Subchapter F of Chapter 2252 of the Texas Government Code or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term 'foreign terrorist organization' in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Vendor Representation Regarding Israel

Pursuant to Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel during the term of the contract. The term 'boycott Israel' shall have the meaning ascribed to this term in Section 808.001 of the Texas Government Code.

Required Non-Appropriation Clause

Notwithstanding anything contained in this engagement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for fees due under this engagement agreement, the City will immediately notify us in writing of such occurrence and this agreement shall terminate on the last day of the fiscal period for which appropriations have been received or made.

Authorization of CPA's Disclosure

Any client certified public accountant involved with assisting us shall not be prohibited from disclosure of information required to be made available by the standards of the public accounting profession in reporting on the examination of financial statements. Management understands and provides permission to staff certificate or registration holders as required under the Rules of Professional Conduct, Texas Administrative Code, Title 22, Part 22, Chapter 501, Subchapter C, Section 501.75.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Belt Harris Pechacek, LLLP
Certified Public Accountants

Authorized by:



Robert Belt, CPA, CGMA
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Alvin.

Mr. Junru Roland, City Manager

Date



Report on the Firm's System of Quality Control

January 5, 2022

To the Partners of Belt, Harris, Pechacek, LLLP
and the Texas Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Belt, Harris, Pechacek, LLLP (the firm) in effect for the year June 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitation of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Belt, Harris, Pechacek, LLLP, in effect for the year ended June 30, 2021, has been suitable designed or complied with to provide the firm with reasonable assurance of performing the reporting in conformity with applicable standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Belt, Harris, Pechacek, LLLP, has received a peer review rating of *pass*.

Very truly yours,

MWH Group, P.C.

MWH Group, PC



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 23-R-06, suspending the May 3, 2023 effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division, to Implement interim GRIP rate adjustments for gas utility investment in 2022, and requiring delivery of this Resolution to the Company and legal counsel.

Type of Item: Resolution

Summary: The City is a **gas utility** customer of CenterPoint and a regulatory authority with an interest in the rates and charges of CenterPoint. The City is authorized to protect the interests of the City and CenterPoint customers residing in the City.

For cities in the **Texas Coast Division – the Division in which the City of Alvin is**, the Company is seeking recovery of \$86,398,965 in invested capital. The current filing will increase rates for residential customers by \$2.01 per month. This will increase the current residential customer charge from \$19.94 to \$21.95 per month. Increases are currently scheduled to go into effect on May 1, 2023.

The annual gas reliability infrastructure program (“GRIP”) is designed for the utility to recover its incremental costs related to the capital investments it made during the previous year. The courts have ruled all that cities can do in a GRIP case is administratively determine whether the filing complies with the statutory explanation of how a GRIP filing is to be prepared. A city cannot challenge the reasonableness of any investment, or consider whether increasing revenues and declining expenses would offset the rate implication from increased capital investment. Cities also cannot recover any rate case expenses from the utility. The legislature and the courts have reasoned that GRIP rate increases are temporary rates and subject to refund when the Company files a traditional rate case after five years of rate increases.

Under the GRIP statute, cities may not challenge the Company’s request, and may only act to suspend the effective date of the rate increase by 45 days. This Resolution suspends the effective date of the GRIP Rate Increases by 45 days, the maximum period allowed by §104.301(a) of the Texas Utilities Code.

Staff recommends approval of Resolution.

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: 3/16/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Res. 23-R-06; 2023 CenterPoint Energy - Texas Coast Division GRIP Suspension
-

Recommendation: Move to approve Resolution 23-R-06, suspending the May 3, 2023 effective date of the proposal by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division, to Implement interim GRIP rate adjustments for gas utility investment in 2022, and requiring delivery of this Resolution to the Company and legal counsel.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION R-23-06

A RESOLUTION BY THE CITY OF ALVIN, TEXAS, SUSPENDING THE MAY 1, 2023 EFFECTIVE DATE OF THE PROPOSAL BY CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY ENTEX AND CENTERPOINT ENERGY TEXAS GAS – TEXAS COAST DIVISION, TO IMPLEMENT INTERIM GRIP RATE ADJUSTMENTS FOR GAS UTILITY INVESTMENT IN 2022, AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Alvin, Texas (“City”) is a gas utility customer of CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas – Texas Coast Division (“CenterPoint” or “the Company”), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, CenterPoint made filings with the City and the Railroad Commission of Texas (“Railroad Commission”) on March 2, 2023, proposing to implement interim rate adjustments (“GRIP Rate Increases”) pursuant to Texas Utilities Code §104.301 on all customers served by CenterPoint, effective May 1, 2023; and

WHEREAS, it is incumbent upon the City, as a regulatory authority, to examine the GRIP Rate Increases to determine its compliance with the Texas Utilities Code.

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

1. The May 1, 2023, effective date of the GRIP Rate Increases proposed by CenterPoint is hereby suspended for the maximum period allowed by Texas Utilities Code §104.301(a) to permit adequate time to review the proposed increases, analyze all necessary information, and take appropriate action related to the proposed increases.

2. A copy of this Resolution shall be sent to CenterPoint, care of Keith L. Wall, at 1111 Louisiana Street, CNP Tower 19th Floor, Houston, Texas 77002, and to Thomas Brocato,

legal counsel to the City, at Lloyd Gosselink, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on this the 20th day of April 2023.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 23-R-08, finding that CenterPoint Energy Houston Electric, LLC's Application for approval to amend its distribution cost recovery factor pursuant to 16 Texas Administrative Code §25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel.

Type of Item: Resolution

Summary: The City, along with approximately 40 other cities served by CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company") is a member of the Gulf Coast Coalition of Cities ("GCCC"). The coalition has been in existence since the early 1990's. GCCC has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for over 20 years.

On or about April 5, 2023, CenterPoint filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") Pursuant to 16 Texas Administrative Code § 25.243 to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company asserts that it is seeking an increase in distribution revenues of \$84,571,868 for the period compared to the revenues approved in its most recent DCRF proceeding, Docket No. 53442.

GCCC has engaged the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. GCCC's attorney recommends that all GCCC members adopt the Resolution denying the rate change. Once the Resolution is adopted, CenterPoint will have 30 days to appeal the decision to the Public Utility Commission where the appeal will be consolidated with CenterPoint's filing for the environs and those cities that have relinquished their original jurisdiction currently pending at the Commission.

Staff recommends approval of Resolution.

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: 4/13/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Res. 23-R-08; 2023 CenterPoint DCRF Denial
-

Recommendation: Move to approve Resolution 23-R-08, finding that CenterPoint Energy Houston Electric, LLC's Application for approval to amend its distribution cost recovery factor pursuant to 16 Texas Administrative Code §25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION NO. 23-R-08

A RESOLUTION OF THE CITY OF ALVIN, TEXAS FINDING THAT CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR PURSUANT TO 16 TEXAS ADMININSTRATIVE CODE § 25.243 TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Alvin, Texas ("City") is an electric utility customer of CenterPoint Energy Houston Electric, LLC ("CenterPoint" or "Company"), and a regulatory authority with an interest in the rates and charges of CenterPoint; and

WHEREAS, the City is a member of the Gulf Coast Coalition of Cities ("GCCC") (such participating cities are referred to herein as "GCCC"), a coalition of similarly situated cities served by CenterPoint that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in CenterPoint's service area; and

WHEREAS, on or about April 5, 2023, CenterPoint filed with the City an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") pursuant to 16 Tex. Admin. Code §25.243 seeking a total DCRF Revenue Requirement of \$162,548,833, which is a \$84,571,868 increase to the Company's Revenue Requirement approved in its most recent DCRF proceeding, Public Utility Commission Docket No. 53442; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

WHEREAS, GCCC is coordinating its review of CenterPoint's DCRF filing with designated attorneys and consultants to resolve issues in the Company's application; and

WHEREAS, the GCCC's members and attorneys recommend that GCCC members deny the DCRF.

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

Section 1. That the rates proposed by CenterPoint to be recovered through its DCRF charged to customers located within the City limits are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by CenterPoint within 30 days of presentation of an invoice to CenterPoint.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Denise Gaw, CenterPoint Energy Service Company, LLC, 1111 Louisiana Street, Houston, Texas 77002 and to Thomas Brocato, General Counsel to the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 20th day of April 2023.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne L. Hanneman, City Attorney



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 23-R-09, finding that Texas-New Mexico Power Company's application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel.

Type of Item: Resolution

Summary: The City is an electric utility customer and local regulator of Texas-New Mexico Power Company ("TNMP" or "Company"). The Cities served by TNMP ("TNMP Cities") is a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP's service area in matters before the Public Utility Commission ("PUC" or "Commission") and the courts.

On April 5, 2023, TNMP filed an application for approval to amend its Distribution Cost Recovery Factor ("DCRF") with the Commission in Docket No. 54807. In the filing, the Company sought to increase distribution revenues of \$14,800,834.

This Resolution authorizes the City to join with the other TNMP Cities to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Cities Served by TNMP (TNMP Cities) intend to engage the services of a consultant, Mr. Karl Nalepa, to review the Company's filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company's request. The coalition is recommending that cities retaining original jurisdiction deny the requested relief.

Staff recommends approval of Resolution.

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: 4/13/2023 SLH

N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Res. 23-R-09; 2023 TNMP DCRF Denial

Recommendation: Move to approve Resolution 23-R-09, denying Texas New-Mexico Power's application for approval to amend its distribution cost recovery factor to increase distribution rates within the City should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; and requiring notice of this Resolution to the Company and legal counsel.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

RESOLUTION NO. 23-R-09

A RESOLUTION OF THE CITY OF ALVIN, TEXAS, FINDING THAT TEXAS-NEW MEXICO POWER COMPANY'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH TNMP CITIES; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Alvin, Texas ("City") is an electric utility customer of Texas-New Mexico Power Company ("TNMP" or "Company") with an interest in the rates and charges of TNMP; and

WHEREAS, the Cities Served by Texas-New Mexico Power Company ("TNMP Cities") is a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 5, 2023, TNMP filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 54807, seeking to increase distribution rates by \$14,800,834 million annually; and

WHEREAS, the City of Alvin, Texas will cooperate with TNMP Cities in coordinating their review of TNMP's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if TNMP's Application is granted; and

WHEREAS, working with the TNMP Cities to review the rates charged by TNMP allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, TNMP Cities' members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny TNMP's DCRF.

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

Section 1. That the City is authorized to participate with TNMP Cities in Commission Docket No. 54807.

Section 2. That, subject to the right to terminate employment at any time, the City of Alvin, Texas hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the

City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal TNMP's DCRF application.

Section 3. That the rates proposed by TNMP to be recovered through its DCRF charged to customers located within the City limits should be denied.

Section 4. That the Company should continue to charge its existing rates to customers within the City.

Section 5. That the City's reasonable rate case expenses shall be reimbursed in full by TNMP within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to TNMP thereafter.

Section 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 7. That a copy of this Resolution shall be sent to Scott Seamster, Associate General Counsel, Texas-New Mexico Power Company, 577 N. Garden Ridge Blvd., Lewisville, Texas 75067, and to Thomas Brocato, General Counsel to TNMP Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725, or to tbrocato@lglawfirm.com.

PASSED and APPROVED on this 20th day of April 2023.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne L. Hanneman, City Attorney



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Presentation of the Property Assessed Clean Energy ("PACE") Program.

Type of Item: Presentation

Summary: PACE is an innovative way to finance energy efficiency, water efficiency, and renewable energy upgrades for commercial, industrial, and large multifamily (five or more units) real property. Property owners who participate in the program repay the financing through a voluntary contractual assessment placed on their property. One of the most notable characteristics of PACE programs is that the financing is attached to the property rather than belonging to an individual. Therefore, when the owner sells the property, the financing may be paid off during the sale, or stay with the property and be transferred to the new owner, who also benefits from the upgrades that were completed.

PACE financing enables businesses to avoid the upfront costs of energy and water efficiency improvements. PACE financing can be paid over a long period of time while energy costs are simultaneously lower, which typically provides the property owner with immediate net savings. PACE overcomes challenges that have hindered adoption of energy and water efficiency for many property owners. The debts, liabilities and obligations incurred as part of the PACE Program do not constitute debts, liabilities or obligations of City of Alvin.

ANALYSIS OF THE PACE PROGRAM:

Participation in this program is voluntary and offers property owners a cost-effective means of making energy and water efficiency improvements to their property. Property owners repay the financing over a period of years, reflecting the useful life of the improvements.

The benefits to the property owner include:

- Helps Lower Electric, Gas and Water Utility Bills
- 100% Financing on Hard and Soft Costs
- Typically, Results in Savings from Day One
- Increases Property Value
- Results in More Comfortable Buildings and Improved Indoor Air Quality
- Lowers Carbon Footprint and Improves the Environment
- Provides Long-Term Funding and Results in Immediate Benefit to Cash Flow

The benefits to the City include:

- Supports Commercial Businesses with No Cost, Liability, or Administration to the City
- Upgrades the Efficiency and Competitiveness of Existing Building Stock
- Helps Attain Energy and Water Efficiency Goals
- Increases Commercial Property Values and Improves Tax Base
- Creates Jobs for Local Contractors, Manufacturers and Engineering Firms

Lee A. McCormick, program administrator, with Lone Star PACE will be in attendance to make a presentation of the PACE program.

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:** 4/13/2023 SLH
Finance Review Required: N/A ☒ Required ☐ **Date Completed:** _____

Supporting documents attached:

1. Lone Star PACE Presentation

Recommendation:

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒



Property Assessed Clean Energy (PACE) Presentation to the City of Alvin, Texas

April 20, 2023



"If the energy efficiency of commercial and industrial buildings improved by 10 percent, the collected savings would be \$40 billion."

– U.S. Department of Energy



Lone Star PACE is a program administrator for local governments implementing Property Assessed Clean Energy (“PACE”) financing.

- **Lone Star PACE Principals**

- Program Administrator for Governmental Programs that Financed \$20 Billion in Public Benefit Projects Nationwide
- Registered Municipal Advisors with oversight by the Securities & Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB)
- More than 550 transactions completed to date Nationwide
- Over \$1.5 Billion Financed in 40+ Texas Cities/Counties

- **Current PACE Programs Administered by Lone Star PACE**

- Cities: Burleson, Cleburne, Decatur, Forney, Kaufman
- Counties: Dallas, Denton, Fort Bend, Freestone, Galveston, Harris, Haskell, Hays, Jefferson, Kaufman, and Wichita

“A 12W LED light bulb produces the same amount of light as a traditional 60W Incandescent light bulb while saving 75%-80% on energy costs and lasts 25X longer.”



WHAT IS PACE?

Property Assessed Clean Energy (“PACE”) is a Simple and Effective Way to Finance Investment in Renewable Energy, Energy Efficiency, and Water Efficiency Upgrades.

Facilitates private investment in energy & water efficiency and renewable energy upgrades to commercial properties

- Aligns the utility bill savings with the cost of the capital improvements
- Property owners enter into a voluntary property assessment
- 100% project financing of qualified improvements with extended terms
- Assessments are paid over the useful life of the improvements.

“For a typical office building, energy represents 30 percent of the variable costs and constitutes the single largest controllable operating cost.”

- National Action Plan for Energy Efficiency



BENEFITS TO LOCAL GOVERNMENT:

- Encourage Energy and Water Conservation
- Promotes Economic Development
- Upgrades Existing Building Stock
- Improves Property Values
- No Cost to Implement
- Completely Voluntary Agreement

BENEFITS TO COMMERCIAL PROPERTY OWNERS:

- Immediate Cash Flow
- No Down Payment
- Long Term Funding
- Increased Property Value
- Non-Recourse

“If the energy efficiency of commercial and industrial buildings improved by 10 percent, the collected savings would be \$40 billion.”

– U.S. Department of Energy



COMMERCIAL PACE:

PACE is Eligible for New Construction or Upgrades to Existing Properties Whether Leased or Owner Occupied

- Multi-Family Housing (5 or More Units)
- Hospitality
- Industrial
- Commercial / Office
- Retail

Note: Governmental and Residential Properties Do Not Qualify

"Even if your air conditioner is only 10 years old, you may save 20% to 40% of your cooling energy costs by replacing it with a newer, more efficient model."

- Energy.Gov



Energy Efficiency

- HVAC
- LED Lighting
- Water Heating Systems
- Building Enclosure Improvements
- Combustion and Burner Upgrades
- Automated Energy Management Controls

Water Efficiency

- Low Flow Fixtures

Renewable Energy

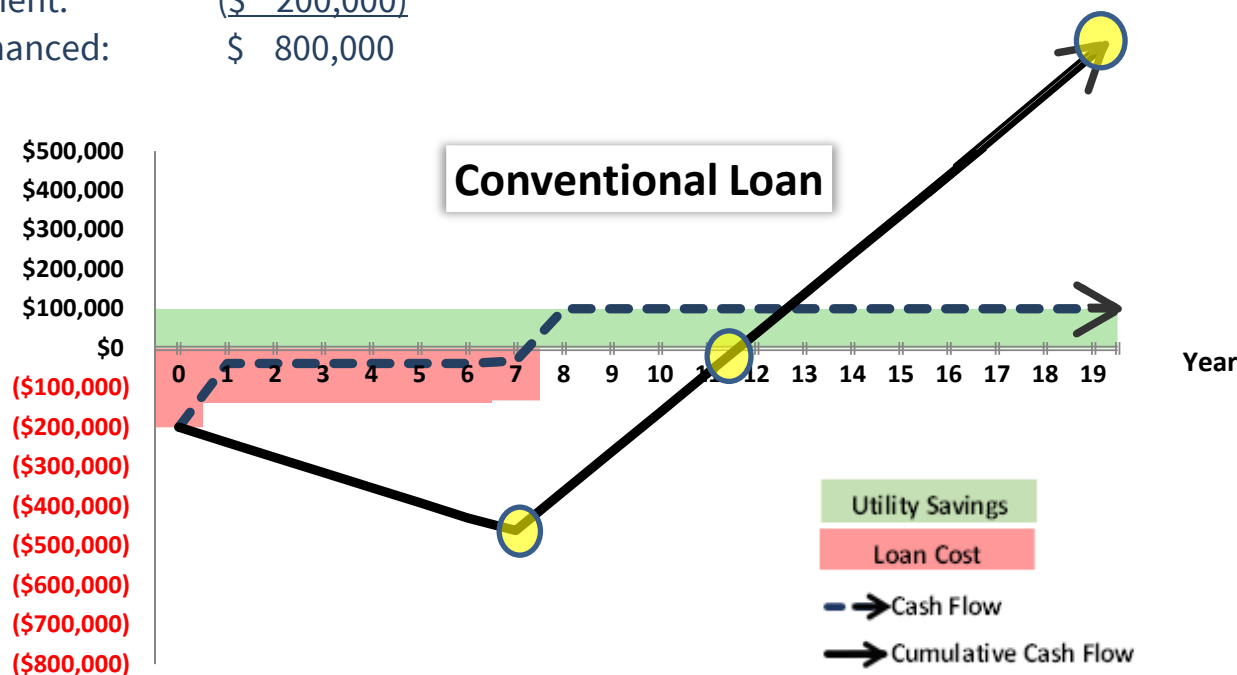
- Solar Panels

“The choices a company makes about its energy sourcing and consumption can profoundly influence its cost structure.”

-Harvard Business Review

Option #1: Conventional Bank Loan

Term:	7 Years	Annual Payment:	\$138,256
Interest Rate:	5.0%	Annual Utility Savings:	\$100,000
Total Amount:	\$1,000,000		
Down Payment:	(\$ 200,000)		
Amount Financed:	\$ 800,000		



“Drip irrigation systems can result in water savings of 30 to 65 percent compared to traditional systems.”

– Irrigation Green Industry

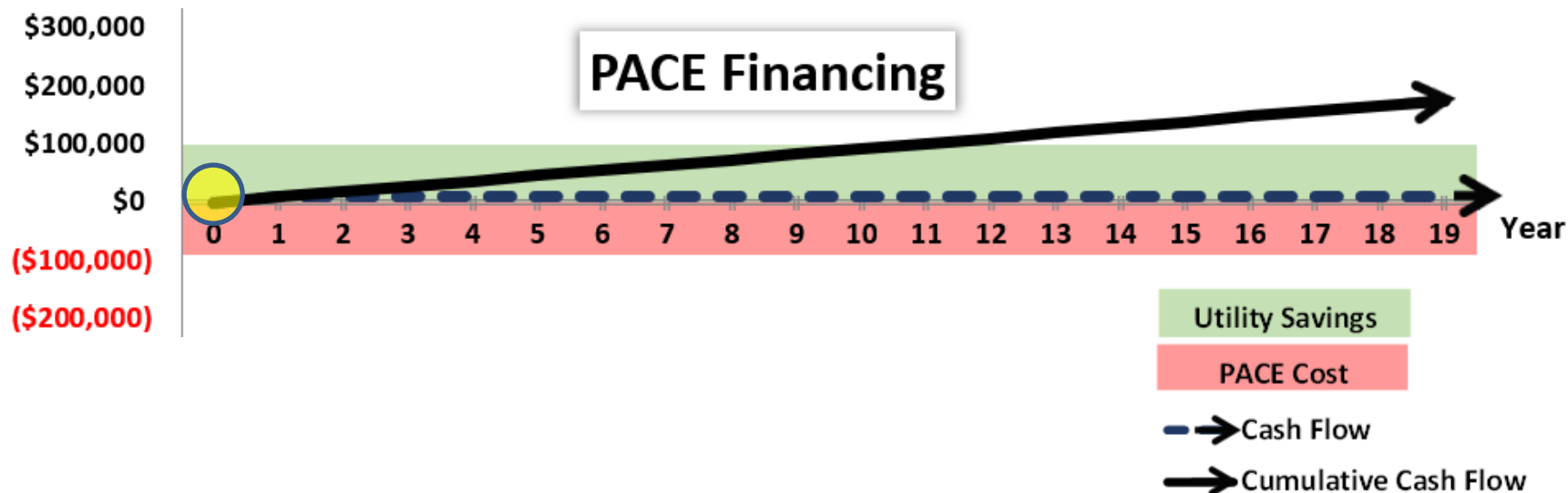


PACE COMPARISON

Option #2: PACE Financing

Term:	20 Years	Annual Payment:	\$90,756
Interest Rate:	6.5%	Annual Utility Savings:	\$100,000
Total Amount:	\$1,000,000		
Down Payment:	(\$0)		
Amount Financed:	\$1,000,000		

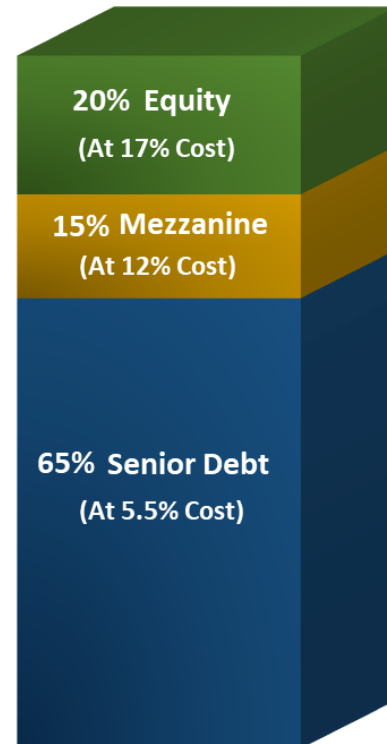
Positive cash flow from day one



“ENERGY STAR qualified roof products can help reduce the amount of air conditioning needed in buildings, and can reduce peak cooling demand by 10-15 percent.”

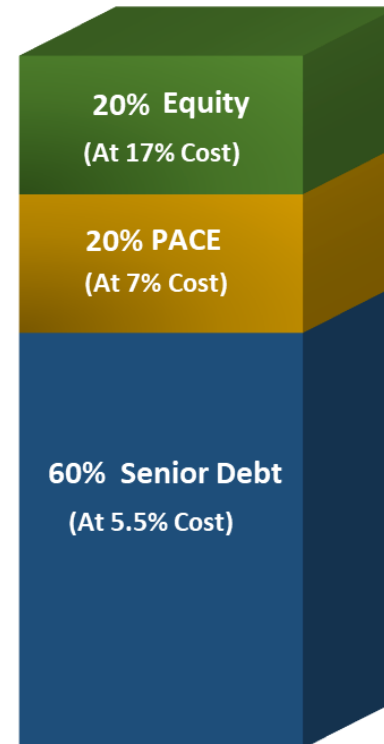
– Energy Star

TRADITIONAL FINANCING



100% Financed
(At **8.8%** Weighted Avg. Cost)

FINANCING WITH PACE



100% Financed
(At **8.1%** Weighted Avg. Cost)

“Reducing Air Leaks Can Save Up to 20% of a Home’s Energy Use .”
— Payless Power



STEPS FOR LOCAL GOVERNMENT TO IMPLEMENT PACE: (Per Chapter 399)

- Meeting #1: Approve a Resolution of Intent
Then Publish a PACE Program Report on the City's Website
- Meeting #2: Hold a Public Hearing
Approve a Resolution Establishing a PACE Program
Approve a Services Agreement

"More than 2.2 million Americans have jobs in energy efficiency or clean energy production.."
– Natural Resources Defense Counsel



LONE ★ STAR
— PACE —

Lee McCormick

President

6988 Lebanon Road, Suite 103

Frisco, TX 75034

Phone: (214) 256-3121

Cell: (214) 549-3090

E-Mail: lmccormick@lonestarpace.com

Web: www.lonestarpace.com

“Solar energy is actually nuclear energy from a safe distance.”

- Unknown



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a variance request for the property owners at 1309 Highland Drive to encroach 22.1 feet into the 25-foot front building setback for the construction of a carport.

Type of Item: Action Item

Summary: On March 7, 2023, the Engineering Department received a variance request from the property owners of 1309 Highland Drive, to be permitted to encroach 22.1 feet into the 25-foot front building setback for the construction of a carport. The homeowners are proposing to construct a carport along the front of their home located at 1309 Highland Drive, for reasons outlined in the attached request letter. The carport, as proposed in the attached property survey, will encroach 22.1 feet into the 25' front building setback, however it will still be approximately 23 feet from the nearest edge of Highland Drive.

The City Planning Commission unanimously approved the variance request at their meeting on March 21, 2023. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒

Date Completed: 4/13/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Variance Request Letter
 2. Property Survey
-

Recommendation: Move to approve the variance request for the property owners at 1309 Highland Drive to encroach 22.1 feet into the 25-foot front building setback for the construction of a carport.

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: ☒

PROPOSED CARPORT – 1309 HIGHLAND DR, ALVIN

We have lived in the Highland Park subdivision since 2010. We had a Live Oak tree in the front yard that provided plenty of shade across the driveway. As this tree continued to grow, so did its root system that was starting to threaten the integrity of our front patio and driveway; so we had it removed. As our house was built in the early 60's, our garage doors are only 8' wide. My wife's car will fit alright, but I drive a 4-door Chevrolet Silverado that is too large to go in the garage.

As we do not always pull my wife's car into the garage, it would be preferred to be able to park under a carport for the protection from the weather and the intense heat of the sun.



1309 Highland Dr.

We are hereby submitting a variance request to encroach 22.1 feet onto the front 25 foot building setback requirements. With your acceptance of this variance, we would like to proceed with the permitting process and have this project initiated as soon as possible.

Our carport will be built to the following specifications;

- Posts - 4" Galvanized 11 Gauge Square Tubing
- Footings – Concrete 12" Diameter x 3' Deep
- Frame – 6" x 2-1/2" Galvanized "Cee" Channels and Purlins
- Roof Panels – 26 Gauge Low Rib Galvalume Steel Sheets

Thank You,
Donald Wakefield
832-425-8227

The following are pictures of three carports in our neighborhood that have been installed within the past few years. These carports do not in any way degrade the quality of the neighborhood or have any sort of negative impact on the property where they were erected.



1621 Alta Vista Dr.

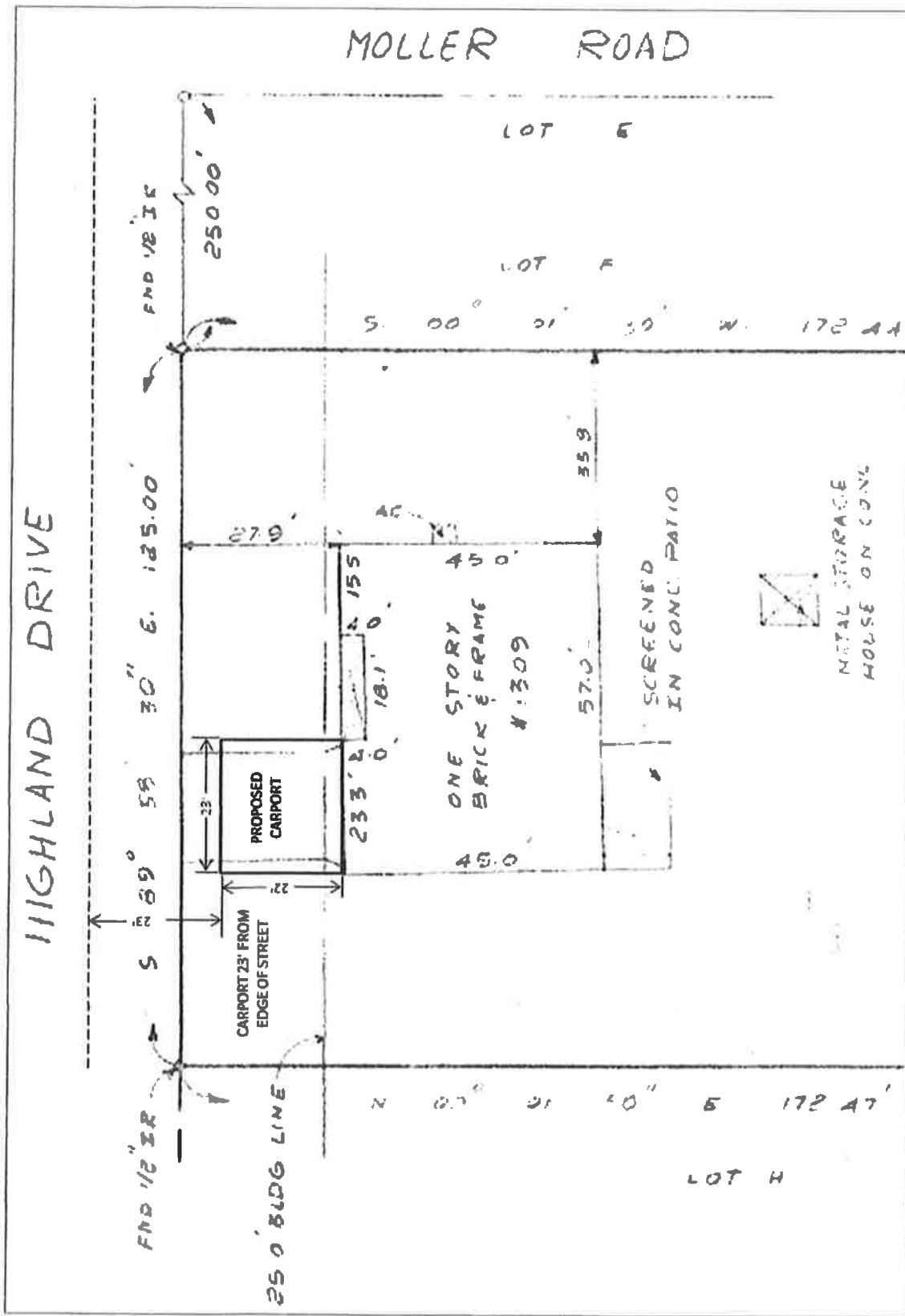


1613 Alta Vista Dr.



1518 Highland Dr.

Property Survey - Marked up to display the proposed carport





AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: Public Services

Contact: Brandon Moody, Director of Public Services

Agenda Item: Consider Ordinance 23-G, amending Chapter 17½, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the regulation of signs; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Type of Item: Ordinance

Summary: At the February 16, 2023 Council meeting, City Council requested staff revise the Chapter 17 ½ - Temporary Sign Ordinance to allow businesses opportunities to utilize A-frame signs. Staff's recommendations are to allow A-frame signs with an annual \$50 permit with exceptions. Below is the list of staff's recommended revisions.

- Added the definition of an A-frame sign to 17 ½ - 3. Sign Classifications. *A-frame sign* means a triangular, freestanding, movable, self-supporting temporary sign constructed of wood, plastic, or metal not permanently anchored to the ground with no more or less than two faces of equal lengths, each joined at their top along one straight line edge to form an apex and separated at the bottom allowing it to stand freely on the ground and to be repositioned by an individual without mechanical aid. This definition shall include, but is not limited to, signs commonly referred to as "sidewalk signs," "sandwich board signs," "A-board signs," and/or "curb signs."
- Added exception to 17 ½ - 5(26) Any sign erected by bona fide religious, institutional, fraternal or non-profit organizations provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement. Added 17 ½ - 5(27) Any sign erected by the Alvin-Manvel Area Chamber of Commerce provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.
- Proposed A-frame sign exception can be found in 17 ½ - 5(28) - One (1) temporary on-premises A-frame sign may be allowed and displayed on private property owned by any individual or group provided that:

(a) No such A-frame sign shall be erected unless a permit is first obtained from the Code Enforcement Officer;

(b) A-frame sign shall be constructed of wood, plastic or metal with no more or less than two faces of equal lengths;

(c) A-frame sign shall not exceed twelve (12) square feet and only one (1) A-frame sign may be

displayed during business hours with each permit;

(d) Each permit for such A-frame signs shall be issued for one year from the date the permit is acquired;

(e) At no time shall an A-frame sign be permanently anchored to the ground, project above the roofline or hang from awnings of any building on the premises, in any right-of-way or easement, or obstruct the view of traffic;

(f) All A-frame signs shall be kept in good repair (i.e., not tattered, faded, or unsightly); and

(g) If any violations are found or exist, the Code Enforcement Officer has the authority to issue citations and/or discretion to remove the A-frame sign without further notice to the property owner. Any A-frame signs removed by the Code Enforcement Officer will be immediately disposed of.

- 17 ½ - 58. Special Event Signs.

- (a) – Added “Bona fide religious, institutional...” so it reads, “Bona fide religious, institutional or non-profit organizations’ temporary signs on private or public property...”
- (3) – Added “bona fide religious, institutional...” so it reads, “Banners may be used for bona fide religious, institutional or non-profit special events...”
- (5) – Added “bona fide religious, institutional...” so it reads, “Banners used to advertise a special bona fide religious, institutional or non-profit event must...”

If this ordinance is approved by City Council, the Chapter 28 – Comprehensive Fee Ordinance - Signs, would need to be revised to include the A-frame Annual Permit Fee of \$50 at a future meeting.

Funding Expected:	Revenue _ Expenditure _ N/A <u>X</u>	Budgeted Item:	Yes _ No _ N/A <u>X</u>
Funding Account:	<u>N/A</u>	Amount:	<u>N/A</u>
1295 Form Required?	Yes _ No <u>X</u>		
Legal Review Required:	N/A _ Required <u>X</u>	Date Completed:	<u>4/13/2023 SLH</u>
Finance Review Required:	N/A <u>X</u> Required _	Date Completed:	_____

Supporting documents attached:

1. Ord 23-G; Chap 17.5 Amend; Signs; redlined
 2. Chapter 17.5 - SIGNS w/ Amendment in Code of Ord
-

Recommendation: Move to approve Ordinance 23-G, amending Chapter 17½, Signs, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending the regulation of signs; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Reviewed by Department Head, if applicable: X
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: _
Reviewed by City Manager, if applicable: X

ORDINANCE 23-G

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

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

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

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

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

ARTICLE I. - IN GENERAL

* * *

Sec. 17½-3. Sign classifications.

* * *

A-frame sign means a triangular, free standing, movable, self-supporting temporary sign constructed of wood, plastic, or metal not permanently anchored to the ground with no more or less than two faces of equal lengths, each joined at their top along one straight line edge to form an apex and separated at the bottom allowing it to stand freely on the ground and to be repositioned by an individual without mechanical aid. This definition shall include, but are not limited to, signs commonly referred to as “sidewalk signs,” “sandwich board signs,” “A-board signs,” and/or “curb signs.”

* * *

Sec. 17½-5. Exceptions and exemptions.

* * *

(26) Any sign erected by bona fide religious, institutional, fraternal, or non-profit organizations provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.

(27) Any sign erected by the Alvin-Manvel Area Chamber of Commerce provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.

(28) One (1) temporary on-premises A-frame sign may be allowed and displayed on private property owned by any individual or group provided that:

a. No such A-frame sign shall be erected unless a permit is first obtained from the Code Enforcement Officer;

b. A-frame sign shall be constructed of wood, plastic or metal with no more or less than two faces of equal lengths;

c. A-frame sign shall not exceed twelve (12) square feet and only one (1) A-frame sign may be displayed during business hours with each permit;

d. Each permit for such A-frame sign shall be issued for one year from the date the permit is acquired;

e. At no time shall an A-frame sign be permanently anchored to the ground, project above the roofline or hang from awnings of any building on the premises, in any right-of-way or easement or obstruct the view of traffic;

f. All A-frame signs shall be kept in good repair (i.e., not tattered, faded, or unsightly); and

g. If any violations are found or exist, the Code Enforcement Officer has the authority to issue citations and/or discretion to remove the A-frame sign without further notice to the property owner. Any A-frame signs removed by the Code Enforcement Officer will be immediately disposed of.

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ARTICLE III. PERMITS

* * *

Sec. 17½-18. Fees.

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

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ARTICLE V. SIGN TYPES

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DIVISION 2. TEMPORARY SIGNS

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Sec. 17½-58. Special event signs.

- (a) Bona fide religious, institutional, or non-profit organizations' temporary signs on private or public property. Temporary signs that direct the public to or advertise an event of civic interest, such as parades, organized holiday festivities, special events on the behalf of charitable organizations and the like, are allowed on private or public property provided that:
 - (1) Such signs do not exceed thirty-two (32) square feet in area for business establishments and sixteen (16) square feet for residential properties. Such signs shall not be placed in a city or state right-of-way or easement.
 - (2) Signs are erected only for a time period not to exceed thirty (30) days before and three (3) days after the event;
 - (3) Banners may be used for bona fide religious, institutional, or non-profit special events on property where the event will be held. Such banners shall not total more than thirty-two (32) square feet and the special event site is limited to two (2) banners at all times;
 - (4) Banners at the event site must be attached to a permanent building or between freestanding posts on the property. Such banners may not be placed on benches, fences, shrubs, or the like; and
 - (5) Banners used to advertise a special bona fide religious, institutional, or non-profit event must not, at any time, cause a safety issue or traffic obstruction.

* * *

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

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

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

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

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

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

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

PASSED and APPROVED on the 20th day of April 2023.

THE CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Chapter 17½ SIGNS¹

ARTICLE I. IN GENERAL

Sec. 17½-1. Scope.

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-2. Definitions.

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

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

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

Air Dancer means an inflatable moving advertising product comprised of a long fabric tube (with two (2) or more outlets), which is attached to and powered by an electrical fan. Air dancers are also known and sold under names which include, but are not limited to, "tube man," "skydancer," "Tall Boy," etc.

Banner means a temporary sign made of flexible materials, attached or suspended from one (1) or more corners, with rope, wire, nails or other temporary means, so as to allow for ease of installation and removal, and which contains some form of advertising, announcement, design, logo or other message. Banners are prohibited, with very limited exceptions (see exceptions and exemptions, section 17½-5(18) and special event signs, section 17½-58). Banners shall not be considered in lieu of permanent wall signs.

Business establishment means a project or undertaking which involves the use of any property, building or structure, permanent or temporary, for the primary purpose of conducting on the property a legitimate

¹Ord. No. 22-I , adopted March 3, 2022, is being treated as superseding provisions previously codified this chapter. Former ch. 17½ pertained to the same subject matter, consisted of §§ 17½-1—17½-5, 17½-10—17½-15, 17½-18—17½-24, 17½-29—17½-41, 17½-56—17½-62, 17½-67, and derived from Ord. No. 04-TT, adopted October 7, 2004; Ord. No. 05-G, adopted March 17, 2005; Ord. No. 06-R, adopted March 16, 2006; Ord. No. 06-L, adopted February 16, 2006; Ord. No. 06-V, adopted May 18, 2006; Ord. No. 07-E, adopted August 2, 2007; Ord. No. 07-O, adopted June 2, 2007; Ord. No. 07-BBB, adopted November 15, 2007; Ord. No. 10-N, adopted October 21, 2010; Ord. No. 13-R, adopted June 6, 2013; Ord. No. 13-XX, adopted November 12, 2013; Ord. No. 14-I, adopted April 24, 2014; Ord. No. 16-AA, adopted November 3, 2016; and Ord. No. 18-J, adopted July 19, 2018.

State law reference(s)—Highway beautification, V.T.C.A., Transportation Code, ch. 391 et seq.

commercial enterprise, or other non-residential use, in compliance with all ordinances and regulations of the city. Multiple services and/or goods offered by a business establishment shall be considered one (1) business establishment for purposes of this chapter.

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

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

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

Flag means a square or rectangular piece of cloth or similar material attached along one (1) edge to a flagpole and used as the symbol or emblem of a country or institution or as a decoration during public festivities.

Feather flag means a freestanding flexible or rigid pole (not a flagpole) temporarily mounted in the ground to which one (1) side of a flexible fabric in the shape of a feather or similar shape, is attached and which is used for the primary purpose of advertising or attention getting. Feather flags are also known and sold under names which include, but are not limited to, "feather sign," "feather banner," "feather banner sign," "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bow flag," "teardrop banner," etc. This definition includes functionally similar display devices. Feather flags are prohibited with limited exceptions (see section 17½-5(24)).

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

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

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

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

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

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

Inflatable means a sign of any size capable of being inflated with air, gas, hydrogen, helium, nitrogen or any other means. An inflatable can include, but is not limited to, latex balloons, mylar balloons or oversized balloons constructed so as to resemble a figure or object when inflated. Inflatables are prohibited with limited exceptions (see exceptions and exemptions, section 17½-5(18)(i) and special event signs, section 17½-58c).

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

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

New business means a business new to the premises on which it is located, a business having a change in ownership of fifty (50) percent or more, or the expansion of an existing building or structure if such expansion

increases the size of the area devoted to the primary use in building floor square footage by fifty (50) percent or more.

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

Outdoor advertiser means a person that owns one (1) or more signs for the specific purpose of selling or leasing display space on those signs to other persons (e.g., a billboard company).

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

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

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

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

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

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

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

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

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

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

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

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

Sign area means the total square footage of all sign facing, including that portion of the supporting structure or trim that carries any wording, symbols, identifying color, or pictures; provided, however, in the case of double-faced signs, only one (1) face shall be computed to determine sign area.

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

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-3. Sign classifications.

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

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

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

- (b) All signs shall be further classified into one (1) or more of the following types of signs:

A-frame sign means a triangular, free standing, movable, self-supporting temporary sign constructed of wood, plastic, or metal not permanently anchored to the ground with no more or less than two faces of equal lengths, each joined at their top along one straight line edge to form an apex and separated at the bottom allowing it to stand freely on the ground and to be repositioned by an individual without mechanical aid. This definition shall include, but are not limited to, signs commonly referred to as "sidewalk signs," "sandwich board signs," "A-board signs," and/or "curb signs."

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

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

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

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

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

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

Directional sign means any sign that directs, instructs, or routes the reader to a location without using any lettering, words or other advertising copy other than the name of the business or the business logo and one (1) directional arrow.

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

Ground sign or *freestanding sign* means any sign supported by one (1) or more columns, poles, uprights, or braces anchored in or on the ground and not attached to any building.

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

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

Irregular sign means a separately mounted sign on one (1) supporting structure.

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

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

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

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

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

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

Portable sign means any sign designed or constructed to be easily moved from one (1) location to another, including, but not limited to, signs mounted upon or designed to be mounted upon a trailer, bench, wheeled carrier, A-frame, or other nonmotorized structure and typically allows for some alteration of the text of any displayed message or copy. A portable sign which has its wheels removed shall still be considered a portable sign hereunder (Prohibited).

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

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

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

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

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

Temporary builder sign means a temporary sign (see above) of no more than six (6) square feet that may be displayed by any home builder currently and actively engaged in any permitted residential development project within the city. These signs may be displayed off-premises from the residential development, but only on private property and only between the hours of Thursdays at 6:00 p.m. and Mondays at 7:00 a.m. Such signs may not be placed in any right-of-way or city easement.

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

Wall sign means all flat signs, either of solid face construction or individual letters, symbols, or pictures, which are placed against any exterior, load-bearing wall of any building or structure, extending not more than twelve (12) inches from the face of such building or structure, that is parallel to the building or structure, and having the advertisement on one (1) face only; inclusive of any sign that is painted, drawn or written on the same described type of wall of a building or structure.

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-4. Violations and penalties.

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-5. Exceptions and exemptions.

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

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

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- e. These signs shall be maintained in good repair and legible condition; and
 - f. Signs shall be removed immediately upon being leased, rented or sold.
- (2) Signs or markers giving information about the location of underground electric transmission lines, telegraph or telephone properties and facilities, pipelines, public sewers or sewer lines, or water lines or other public utilities.
 - (3) Signs erected by an agency of the state or a political subdivision of the state, which may or may not be located on public property.
 - (4) On-site directional signs and street identification signs not exceeding two (2) square feet which denote the entrance, exit, direction of traffic flow, provided such directional signs do not contain advertising and are not used as such.
 - (5) Directional signs not over six (6) square feet per sign face for public, charitable or religious institutions provided that the same are located on the premises of such institutions, and no more than four (4) such signs are erected on the premises.
 - (6) One (1) temporary construction sign denoting the architect, engineer, financial institution, contractor, or other principal parties when placed upon the site that is under construction provided that such sign is removed upon completion of the project.
 - (7) On-premises temporary signs advertising occasional noncommercial sales (including garage sales, patio and porch sales) limited to one (1) sign for each right-of-way frontage of the premises; each not to exceed three (3) square feet, provided that such signs shall be removed within one (1) day following the sale. Signs shall not be placed or located on public property, easements, utility poles, or at any off-premises location.
 - (8) Professional name plates and occupational signs denoting only the name and occupation of an occupant in a commercial building or public institutional building and not exceeding six (6) square feet per sign area.
 - (9) Identification name plates or signs on apartment houses, boarding or rooming houses or similar uses not exceeding two (2) square feet in sign area.
 - (10) One (1) name plate denoting only the name of the occupants of a dwelling that does not exceed two (2) square feet in sign area and is not located closer than two (2) feet to the property line.
 - (11) Memorial and/or historical signs as designated by federal, state, or local government.
 - (12) Warning signs or trespassing signs on private property not exceeding six (6) square feet in sign area.
 - (13) One (1) sign no more than sixteen (16) square feet in area erected in a private park to give information or to display park regulations.
 - (14) On-site directional (non-advertising) signs located on a commercial site that are primarily directional in nature (i.e., traffic flow, entrance, exit, parking). Signs required by law which are necessary for operation of the business, and which contain no advertising matter are permitted. These signs are not counted in the overall footage limits.
 - (15) Flags of the United States, State of Texas, or any other political subdivision; or any flag of a religious, fraternal, or charitable organization; flags of a historic, political, religious, or military nature displayed on private property with the consent of the property owner.
 - (16) Any sign erected by the City of Alvin.

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- (17) Company flags displaying only a commercial insignia, emblem, or wording provided such flag is affixed to a flagpole, are limited to one (1) flag per business location and cannot exceed thirty-five (35) square feet in area.

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

a. Exceptions:

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

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

- a. No such banner shall be erected unless a permit is first obtained from the Code Enforcement Officer.
- b. Banner shall be constructed of either plastic, fabric or film.
- c. Banner shall not exceed thirty-two (32) square feet and only one (1) banner may be displayed with each permit.
- d. The permit for such banner shall be issued for a maximum of twenty-eight (28) consecutive days four (4) times a year, with a permit for each occurrence. Each occurrence may be taken as one (1) twenty-eight-day permit or divided into two (2) fourteen-day permits.
- e. Banners shall be placed firmly against the wall of the building or placed between two (2) stakes in front of the address receiving permit.
- f. At no time shall a banner project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of-way or easement. All banners mounted to buildings shall be flush mounted.
- g. All banners shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All banners shall be tightly secured and attached at all four (4) corners and not obstructing the view of traffic.
- h. If any violations are found or exist, the Code Enforcement Officer has the authority to issue citations and/or discretion to remove the banner without further notice to the property owner. Any banners removed by the Code Enforcement Officer will be immediately disposed of.
- i. Any new business is allowed an additional fourteen (14) consecutive days within ninety (90) days from the date on the Certificate of Occupancy (see section 17½-59(c), special event signs, grand opening signs).

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

- (20) Special event signs as provided in section 17½-58 of this chapter.

- (21) A business establishment whose primary business is the retail sale of newly manufactured automobiles, newly manufactured motorized vehicles and/or equipment (e.g. recreational vehicles, tractors, heavy machinery, all-terrain vehicles, etc.) and that acts as an authorized, licensed dealership for the automobile manufacturer; may display the following types of permanent signage:

- a. One (1) ground sign for each business frontage for each specific vehicle manufacturer sold on the premises. The height of such signs shall be no greater than thirty-five (35) feet above grade and

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- the sign surface area shall be no larger than three hundred (300) square feet. An additional one hundred (100) square feet of electronic reader board may be displayed as well.
- b. One (1) main wall sign (or canopy sign) for each business frontage that does not exceed one hundred fifty (150) square feet in surface area. Such signs may be illuminated and are considered in addition to other signs permitted elsewhere in this chapter.
 - c. Such signs shall be restricted to advertising only the particular business(es) operating on the property on which the sign is installed.
 - d. No more than one (1) on-premises freestanding sign.
- (22) Sculptures, statues, or works of art; provided, however, that such object or structure is not identifiable in any way by use of a trademark or logo, advertising, campaign link or other business activity.
- (23) Signs containing noncommercial messages or messages otherwise protected by the constitution of the United States or the State of Texas; provided, however, that there shall be no more than four (4) such signs on any one property and the total square footage of all such signs shall not exceed thirty-six (36) square feet.
- (24) For any business establishment, one (1) temporary on-premises feather flag may be allowed and displayed on private property owned by any individual or group, subject to the following restrictions:
- a. No such feather flag shall be erected unless a permit is first obtained from the Code Enforcement Officer.
 - b. Feather flag shall be constructed of plastic, fabric or film.
 - c. Feather flag shall not exceed thirty-two (32) square feet and only one (1) 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 (1) twenty-eight-day permit or divided into two (2) fourteen-day permits.
 - e. At no time shall a feather flag project above the roofline or hang from awnings, attached with rope between pillars or poles of any building on the premises or in any right-of-way or easement.
 - f. All feather flags shall be kept in good repair (i.e., not tattered, unanchored, faded, frayed or unsightly). All feather flags shall be installed in a secure manner and not obstructing view of traffic.
 - g. If any violations are found or exist, the Code Enforcement Officer has the authority to issue citations and/or discretion to remove the feather flag without further notice to the property owner. Any feather flags removed by the Code Enforcement Officer will be immediately disposed of.
 - h. Any new business is allowed an additional fourteen (14) consecutive days within ninety (90) days from the date on the Certificate of Occupancy (see section 17½-58(c), special event signs, grand opening signs).
- (25) Handheld signs on private property with permission from the property owner and not displayed upon any public right-of-way, including, but not limited to, any public street, alley or other public property.
- (26) Any sign erected by bona fide religious, institutional, fraternal or non-profit organizations provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.

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- (27) Any sign erected by the Alvin-Manvel Area Chamber of Commerce provided that such signs are kept in good repair; do not project above the roofline or hang from awnings; are installed in a secure manner; do not obstruct the view of traffic; and are not located in a city/state right of way or easement.
- (28) One (1) temporary on-premises A-frame sign may be allowed and displayed on private property owned by any individual or group provided that:
- a. No such A-frame sign shall be erected unless a permit is first obtained from the Code Enforcement Officer;
 - b. A-frame sign shall be constructed of wood, plastic or metal with no more or less than two faces of equal lengths;
 - c. A-frame sign shall not exceed twelve (12) square feet and only one (1) A-frame sign may be displayed during business hours with each permit;
 - d. Each permit for such A-frame sign shall be issued for one year from the date the permit is acquired;
 - e. At no time shall an A-frame sign be permanently anchored to the ground, project above the roofline or hang from awnings of any building on the premises, in any right-of-way or easement or obstruct the view of traffic;
 - f. All A-frame signs shall be kept in good repair (i.e., not tattered, faded, or unsightly); and
 - g. If any violations are found or exist, the Code Enforcement Officer has the authority to issue citations and/or discretion to remove the A-frame sign without further notice to the property owner. Any A-frame signs removed by the Code Enforcement Officer will be immediately disposed of.

(-Ord. No. 22-I, § 1, 3-3-22)

Secs. 17½-6—17½-9. Reserved.

ARTICLE II. SIGN ADMINISTRATION

Sec. 17½-10. Enforcement authority.

The Building Official shall be the Sign Administrator charged with administering the terms and conditions of this chapter pertaining to permanent signage (permitting, regulating size, location, etc.). The Code Enforcement Officer is charged with administering the terms and conditions of this chapter pertaining to temporary signage (permitting, regulating size, location, etc.). The Sign Administrator and/or Code Enforcement Officer may enter any building, structure, or other premises or property between the hours of 7:00 a.m. and 6:00 p.m., Monday through Thursday, for the purpose of inspecting and investigating signs or sign structures; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life or severe property damage, and where the owner, agent or tenant in charge of the property is not available after the Sign Administrator and/or Code Enforcement Officer have(s) made a good faith effort to locate same, the Sign Administrator and/or Code Enforcement Officer may enter the aforementioned structures and premises at any time upon presentation of proper identification to any other person on the premises. Whenever the Sign Administrator and/or Code Enforcement Officer shall enter upon private property, under any circumstances, for the purpose of inspecting and/or investigating signs or sign structures, which property has management in residence, such management, or the person then in charge shall be notified of his/her presence and shown his/her official credentials. Whenever the Sign Administrator and/or Code Enforcement Officer is/are denied admission to

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inspect any premises, inspection shall be made under authority of a warrant issued by a magistrate authorizing the inspection for violation of this chapter. In applying for such a warrant, the Sign Administrator and/or Code Enforcement Officer shall submit to the magistrate his/her affidavit setting forth his/her belief that a violation of this chapter exists with respect to the place sought to be inspected and his/her reasons for such belief. Such affidavit shall designate the location of such place and the name of the person believed to be the owner, operator or occupant thereof. If the magistrate finds that probable cause exists for a search of the premises in question, he shall issue a warrant authorizing the search, such warrant describing the premises with sufficient certainty to identify it. Any warrant so issued shall constitute authority for the Sign Administrator and/or Code Enforcement Officer to enter upon and inspect the premises therein.

(-Ord. No. 22-I , § 1, 3-3-22)

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

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

(-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-12. Stop work orders.

A Sign Administrator and/or Code Enforcement Officer shall have authority to issue stop work orders in cases where a sign is being installed or constructed in violation of this chapter or any other ordinance of this city. Upon issuance of a stop work order from the Sign Administrator and/or Code Enforcement Officer, work on any sign that is being installed shall immediately cease. Such stop work order shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Following the issuance of a stop work order, the Sign Administrator and/or Code Enforcement Officer shall initiate proceedings to revoke any permit issued for the work covered by such stop work order, consistent with the provisions of this chapter, unless the cause of the stop work order is resolved to the Sign Administrator's and/or Code Enforcement Officer's satisfaction. Issuance of a sign erection permit or sign use

permit shall not constitute a waiver of the Sign Administrator's and/or Code Enforcement Officer's right to issue a stop work order, nor shall such constitute a waiver of this chapter or any other city ordinance.

(-Ord. No. 22-I , § 1, 3-3-22)

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

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

(-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-14. Appeals to city council.

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

(-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-15. Impounded signs.

Permanent signs removed in accordance with this chapter shall be transported to a location designated by the city for storage. The Sign Administrator shall maintain records denoting the location of the signs when they

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

(-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-16. Reserved.

ARTICLE III. PERMITS

Sec. 17½-17. Sign permits.

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

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- e. The proposed location of the sign in relation to the boundaries of the lot upon which it is to be situated;
 - f. The location of all electrical transmission lines within thirty (30) feet of any part of such proposed sign structure; and
 - g. The position of the sign in relation to nearby buildings or structures and all street curb lines and sidewalks bounding any part of the lot upon which the sign is to be placed/erected.
 - h. Wind load calculations and engineered sealed drawings for all ground signs or freestanding signs with a sign area greater than three (3) feet by five (5) feet.
 - i. The position and location of all public rights-of-way, easements and public utility lines and easements.
- (7) Such other information deemed necessary by the sign administrator to show compliance with this chapter and other ordinances.
- (c) *Issuance of permanent sign permits.* Upon the filing of an application for a sign permit, the plans, the specifications, and other data, as applicable, shall be examined by the Sign Administrator. If it appears that the proposed sign is in compliance with the requirements of this chapter and other applicable laws of the city, the Sign Administrator shall issue a sign permit to the applicant. With the exception of street banner permits, sign permits shall expire after one hundred eighty (180) days from the date of issuance. Failure to erect, reconstruct, alter, rebuild, or move a permitted sign (other than a street banner) within one hundred eighty (180) days of the granting of the permit shall mean the applicant must reapply for a new permit. A street banner permit shall expire one (1) week after the civic event it advertises.
- (Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-18. Fees.

- (a) The sign permit fees for ground, freestanding, A-frame, banners, feather flags and all other signs, unless excepted, shall apply and must be paid by the applicant. The fees shall be as set forth in chapter 28 of this Code.
 - (b) Reinspection fees shall be in an amount as set forth in chapter 28 of this Code.
- (Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-19. Exceptions to permit requirements—Permanent signs.

A sign permit shall not be required for the following:

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

(-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-20. Special use permits.

- (a) The Building Board of Adjustments and Appeals ("BBOAA") shall be empowered to vary the provisions of this article if it appears that the provisions would work in manifest injustice, considering such factors as sign location and other pertinent factors. Such decision of the BBOAA should not however conflict with the spirit of this article; which is one (1) of safety, provision of adequate light, open space and air, conservation of land and building values and to encourage the most appropriate use of land. All requests to vary any sign regulations will require a special use permit, which requires approval by the BBOAA by a two-thirds (⅔) vote.
- (b) Non-refundable fee. An applicant for a special use permit shall pay a non-refundable fee, in an amount provided for in the fee schedule in chapter 28.

(-Ord. No. 22-I , § 1, 3-3-22)

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

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

(-Ord. No. 22-I , § 1, 3-3-22)

Secs. 17½-22—17½-28. Reserved.

ARTICLE IV. CONSTRUCTION, PLACEMENT AND MAINTENANCE

Sec. 17½-29. Structural requirements.

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

(-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-30. Measurement of signs.

- (a) *Wall signs.* The sign facing or surface area of a wall sign shall be computed to include the entire area on a vertical wall and within a regular geometric form comprising all display area of the sign and all the applicable elements.
- (b) *Ground signs (freestanding sign).* The sign facing or surface area shall be computed to include the entire area within a regular geometric form comprising all the display area of the sign and the frame. Supporting structural members not bearing advertising matter, identifying color, symbols, wording or pictures shall not be included in computation of surface area, but shall be included in the measurement and determination of a sign's height.

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- (1) *Irregular signs.* In calculating the area of irregular signs or separately mounted signs on one (1) supporting structure, the area shall be that of the smallest regular geometric form that will wholly contain all the elements including the frame.
 - (2) *Multifaced signs.* In calculating the area of multi-faced signs, all faces of a multifaced sign shall be included. Each V-shaped sign, the faces of which are mounted at forty-five (45) degrees or less, and double-faced or back-to-back signs, shall be considered a single sign for the purpose of measurement.
 - (c) *Signs under canopies.* A sign under a canopy shall not exceed three (3) square feet (one (1) foot × three (3) feet) and must be at least eight (8) feet above the walkway.
- (-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-31. Projection of signs.

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

(-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-32. Illumination of signs.

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

(-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-33. Fire hazards.

- (a) It shall be unlawful for any person to erect, structurally alter, or relocate any sign in such manner as to obstruct or in all probability cause to obstruct:
 - (1) Ingress or egress;

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- (2) Lighting or ventilation;
 - (3) Firefighting;
 - (4) Escape from a building;
 - (5) Free passage from one (1) part of a roof to any other part thereof.
- (b) It shall be unlawful for any person to attach any sign to an exterior stairway, fire escape, fire tower, or balcony serving as a horizontal exit.
 - (c) It shall be unlawful for any person to erect, structurally alter, or relocate a sign in such manner that all or any portion of such sign or its supporting structure will interfere in any way with the free use of any fire escape, exit, or standpipe, or obstruct any required ventilator, door, or stairway.
 - (d) Any cloth sign or banner that is attached to a building shall be flame retardant.
- (-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-34. Traffic hazards.

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

(-Ord. No. 22-I , § 1, 3-3-22)

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 (1) 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.

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- (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.

(-Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-36. Signs on public property.

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

(-Ord. No. 22-I , § 1, 3-3-22)

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

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

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

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

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

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

- (1) *Wall signs.*
 - a. *Size and number.* Two (2) wall signs are permitted for each business or integrated business development with an allowable total sign area equal to ten (10) percent of the total wall area. Exterior window signage, for purposes of this chapter, is included in this size computation for wall surface area and, likewise, any text affixed to windows shall be counted as part of the overall wall sign size. Any window used for signage shall remain at least fifty (50) percent unobstructed.
 - b. *Location.* A wall sign shall not project above the roofline. The sign must be located on the site where the goods or services are offered.
 - c. *Illuminated signs.* No wall sign may be illuminated if it faces a residential subdivision and is located less than fifty (50) feet from a residential property line.
- (2) *Ground signs or freestanding signs.*
 - a. *Size and number.* Except as provided below, one (1) ground sign is permitted for each business or integrated business development on each street that abuts the tract or lot upon which the business or integrated business development is located. The allowable total sign area for each business shall be fifty (50) square feet, including the frame; provided, however, that a shopping center or integrated business development shall be limited to a total sign area of three hundred (300) square feet including the frame. In addition, each ground sign may have a reader board of up to forty (40) square feet attached to it. A reader board panel shall be treated as a ground sign or a component thereof. A business or integrated business development shall not be allowed to erect a ground sign or freestanding at any location that is contiguous to or located within three hundred (300) feet of any part of, a residential subdivision; rather, a monument sign shall be permitted. Monument signs containing reader board panels shall not exceed fifty (50) square feet in their entirety (overall sign surface area).
 - b. *Location and height.* A ground sign shall be set back so that no part of such sign overhangs public property or easements. The height, including any part of the sign or structure, shall not exceed twenty-five (25) feet in height above the highest finished grade at the front property line, or five (5) feet above the roofline of a business establishment, whichever is lower. The sign must be located on the site where the goods or services are offered.
 - c. *Open or empty panel spaces* must be filled with opaque, blank panels of the same color.
- (3) *Canopy signs.* One (1) canopy sign is permitted for each business or integrated business development and the specific sign area is limited to no more than twenty (20) percent of the total canopy area. Each directional surface of a canopy shall be considered one (1) sign surface (e.g., a three-sided (u-shaped canopy) shall equate to three (3) sign surfaces). The edge of the canopy sign shall not extend beyond the length or width of the canopy to which it is attached.
- (4) *Awning signs.* One (1) awning sign is permitted for each business or integrated business development and the specific sign area is limited to no more than twenty (20) percent of the total awning area. Each directional surface of an awning shall be considered one (1) sign surface (e.g., a three-sided (u-shaped awning) shall equate to three (3) sign surfaces).

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-39. Specific use signs.

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-40. Signs on highway frontage.

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

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-41. Temporary political signs.

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

may be placed at each polling location and must be self-supporting and stand alone in nature; not being attached to any other. Each temporary political sign may not:

- (1) Exceed thirty-six (36) square feet per sign face.
 - (2) Exceed eight (8) feet in height.
 - (3) Be illuminated or have any moving elements.
 - (4) Be within one hundred (100) feet of an outside door which a voter may enter the public building.
 - (5) Be placed on the premises earlier than twenty-four (24) hours before the commencement of early voting if being placed at an early voting location or the commencement of election day voting if being placed for an election day voting location.
 - (6) Remain on the premises more than twenty-four (24) hours after early voting has ended if placed at an early voting location or after election day voting has ended if being placed at an election day voting location. Said signs do not have to be removed in the time between early voting and election day.
- (d) All political signs posted on public property in violation of this section are hereby declared to be public nuisances and may be abated as such by the city. All political campaign signs posted on public property shall be deemed to be abandoned and shall become the property of the city and may be disposed of at the discretion of the city.
- (e) Political signs may be placed on private property with the owner's permission ninety (90) days before an election and shall be removed within ten (10) days after the election.

(Ord. No. 22-I , § 1, 3-3-22)

Secs. 17½-42—17½-45. Reserved.

ARTICLE V. SIGN TYPES

DIVISION 1. GENERALLY

Sec. 17½-46. Painted signs.

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-47. Electrical signs.

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-48. Abandoned signs.

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

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-49. Nonconforming signs.

- (a) Signs which do not conform to this chapter, but which lawfully existed and were maintained on the effective date of this chapter shall be kept in good repair and visual appearance and no structural alteration shall be made thereto. An off-premises nonconforming sign that is destroyed, blown down or dismantled for any purpose other than maintenance operations or for changing the letters, symbols or other matters on the sign shall not be allowed to be replaced. A nonconforming on-premises sign that is destroyed, blown down, or dismantled for any purpose may be replaced provided that the sign conforms to the requirements of this chapter. For purposes of this section a sign shall be considered to have been destroyed if the estimated cost to repair the sign is more than fifty (50) percent of the cost of erecting a new sign of the same type at the same location.
- (b) Businesses that have one (1) or more nonconforming on-premises signs will not be granted permits for new signs unless the permit is for a conforming on-premises sign that will replace a nonconforming on-premises sign.

(Ord. No. 22-I , § 1, 3-3-22)

Secs. 17½-50—17½-55. Reserved.

DIVISION 2. TEMPORARY SIGNS

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

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

(-Ord. No. 22-I , § 1, 3-3-22)

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

(a) *Subdivisions and developments under construction signs.*

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

(b) *Kiosk signs.*

- (1) *Allowed.* Kiosk signs provide directions to subdivisions, homebuilders, and city facilities. These signs shall be maintained in good repair and legible condition.
- (2) *Location.* Signs are placed in various locations throughout the City of Alvin.
- (3) *Removal.* Each kiosk sign may remain until such time deemed appropriate by the City Manager or their designee
- (4) *Permits.* Not required. Prior approval by the City Manager or their designee is required.

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-58. Special event signs.

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

- (1) Such signs do not exceed thirty-two (32) square feet in area for business establishments and sixteen (16) square feet for residential properties. Such signs shall not be placed in a city or state right-of-way or easement.
- (2) Signs are erected only for a time period not to exceed thirty (30) days before and three (3) days after the event;
- (3) Banners may be used for bona fide religious, institutional or non-profit special events on property where the event will be held. Such banners shall not total more than thirty-two (32) square feet and the special event site is limited to two (2) banners at all times;
- (4) Banners at the event site must be attached to a permanent building or between freestanding posts on the property. Such banners may not be placed on benches, fences, shrubs, or the like; and
- (5) Banners used to advertise a special bona fide religious, institutional or non-profit event must not, at any time, cause a safety issue or traffic obstruction.

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

(Ord. No. 22-I , § 1, 3-3-22)

Sec. 17½-59. Signs in multiuse subdivisions.

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

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

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(Supp. No. 37)

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

(Ord. No. 22-I , § 1, 3-3-22)

DIVISION 3. OFF-PREMISES SIGNS

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

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

(Ord. No. 22-I , § 1, 3-3-22)

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

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

(Ord. No. 22-I , § 1, 3-3-22)

Secs. 17½-62—17½-66. Reserved.

DIVISION 4. ON-PREMISES PORTABLE SIGNS

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

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

(Ord. No. 22-I , § 1, 3-3-22)

Secs. 17½-68—17½-81. Reserved.



AGENDA COMMENTARY

Meeting Date: 4/20/2023

Department: City Secretary

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

Agenda Item: Consider Resolution 23-R-07, amending the rules and regulations for the City of Alvin Oak Park Cemetery, and setting forth other provisions related thereto.

Type of Item: Resolution

Summary: The rules and regulations of Oak Park Cemetery were last amended on April 21, 2016. Included in that amendment was the allowed use of shepherds' hooks on grave sites. The use of shepherd hooks allows for the hanging of plants (flowers) in an effort to keep visitors from placing such items directly on gravesites, which historically has negatively impacted the manicured mowing services of the cemetery. The use of shepherd hooks has proven to be a positive change and has been well received by patrons. However, staff feels that the rules for such use need to be narrowed down in an effort to maintain the aesthetics of the cemetery. A few pictures have been included to give insight into staff's recommended changes.

Current Rule:	Proposed Amendment:
Single or double shepherd hook per grave space allowed	Single shepherd's hook per grave space allowed
Height of a shepherd's hook not addressed	Shepherd's hook shall not exceed 5' in height
# of plants that may be hung from the shepherd's hook not addressed	One plant/flower arrangement may be displayed on a single shepherd's hook
Decoration of shepherd's hook not addressed	Shepherd's hook may not be decorated with artificial flowers or any other type of material/coverings
Decoration of plants/shrubs/trees near gravesites not addressed	Decorations attached to trees or shrubs are not permitted
Chimes or noise makers on gravesites not addressed	Chimes or any other noise-making device is not permitted

The materials used to decorate, including windchimes and the like, can become unraveled, creating unsightly litter and also have the ability to cause injury should a dismantled substance/part get projected through use of lawn maintenance equipment.

The City Secretary's Office schedules quarterly cemetery cleanups with the Parks Department in an effort to maintain an aesthetically pleasing and peaceful environment for all who visit.

Should City Council adopt this resolution amending the rules and regulations, staff will make contact with those who may be impacted by said amendments and will update the rules and regulations posted at the cemetery.

Staff recommends approval of Resolution 23-R-07.

Funding Expected:	Revenue ☐ Expenditure ☐ N/A ☒	Budgeted Item:	Yes ☐ No ☐ N/A ☒
Funding Account:	☐	Amount:	☐
Legal Review Required:	N/A ☐ Required ☒	1295 Form Required?	Yes ☐ No ☒
Finance Review Required:	N/A ☒ Required ☐	Date Completed:	<u>4/13/2023 SLH</u>
		Date Completed:	<u> </u>

Supporting documents attached:

1. Res 23-R-07; Rules Reg Oak Park Cemetery
 2. Exhibit A; Rules and Regulations Oak Park Cemetery
 3. Picture Shepherd's Hook
-

Recommendation: Move to approve Resolution 22-R-07, amending the rules and regulations for the City of Alvin Oak Park Cemetery, 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: ☒

RESOLUTION NO. 23-R-07

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ADOPTING RULES AND REGULATIONS FOR THE CITY OF ALVIN OAK PARK CEMETERY; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, the City of Alvin Cemetery is an important public service for which rules and regulations are needed to keep an attractive appearance and the ability to properly maintain the cemetery; and

WHEREAS, establishing the Rules and Regulations for the City of Alvin to control the use, planning, and maintenance of the City of Alvin Oak Park Cemetery in a practical manner is warranted; and

WHEREAS, the Rules and Regulations for the City of Alvin Oak Park Cemetery, attached hereto as Exhibit “A” (and incorporated herein by reference), upon review and consideration by the City Council, deem it in the public interest to authorize this action; and

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

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. That the Rules and Regulations for the City of Alvin Oak Park Cemetery are attached hereto as Exhibit “A” are hereby adopted.

Section 3. This Resolution shall be effective on the date of passage.

PASSED AND APPROVED on the 20th day of April 2023.

THE CITY OF ALVIN, TEXAS

ATTEST

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



OAK PARK CEMETERY RULES AND REGULATIONS

The Oak Park Cemetery provides an atmosphere where all can enjoy and respect the aesthetic qualities and quietude free from distractions.

The rules and regulations are intended as a protective measure for all who use the Cemetery. The nature of all improvements, good appearance of the grounds and buildings, and respectful observance of the sacredness of the place requires adherence to the rules and regulations for the good of all.

We ask all owners and visitors to remember that the grounds of Oak Park Cemetery are sacredly devoted to the burial of the dead. Respect for the deceased and their surviving family and loved ones will be first and foremost along with maintaining the peace and serenity of the grounds.

The following rules and regulations shall apply to all tracts within the Cemetery:

The Cemetery gates will be opened at sunrise and closed at sundown.

At the time of interment grave mounds shall not exceed four inches (4") in height in the center and shall slope to the edges so as to permit mowers to more easily pass over the mound.

City personnel will remove flowers and wreaths from the gravesite 7 days after interment. Persons desiring to retain flowers, plants, containers, wire racks or similar objects, shall pick them up within seventy-two (72) hours after burial services.

Flowers must be placed in vase receptacles that are permanently attached on the surface of the monument or marker. No detached vases or plant or floral receptacles shall be permanently placed on a lot/grave space.

Lot/space owners without an approved marker with a vase are permitted to put flowers on the grave space during holidays; 7 days preceding the holiday, and 7 days following the holiday. Flowers will be removed soon thereafter. *Mother's Day, Father's Day, All Saints' Day, Thanksgiving Day, Christmas Day, Presidents' Day, Memorial Day, Flag Day, Independence Day, Labor Day, and Veterans' Day.*

Artificial flowers that no longer look natural, having a weathered appearance will be removed. Oak Park Cemetery assumes no responsibility for the loss or damage of the flowers.

The lot/space owner shall not plant any flowers, shrubs, trees, plants, or any other type of vegetation; or construct additional mounds or flowerbeds over grave spaces.

Ornaments, glass objects of any kind, toys, lighting, metal designs, and other similar articles are not allowed on grave spaces. The City shall have the right to remove any of them without prior notice. The City shall not be responsible for loss or damage of any kind associated with ~~removal~~the removal of any similar article.

The City will not be responsible for loss and /or damage to articles placed upon lots or graves.

No fencing, railing, hedging, curbing, coping, borders, gravel, commercial ground cover, or trellises of any kind are allowed to be placed around grave spaces or lots. In the older sections of the cemetery (original cemetery through tract 4) borders and grave coverings were allowed prior to the adoption of these rules. Grave spaces within this area will be considered “grandfathered” until said items are removed for any reason; in which the replacement of such shall not be permitted.

The City shall have the right to remove all objects placed in violation of these Rules and Regulations and ~~discard of~~[discard](#) such objects.

The City shall have the right to plant and mow grass on any lot or grave; and shall have the right to remove and/or destroy all diseased, dead, unsightly, or undesirable trees, shrubs, or plants.

The City is not and shall not be responsible for the loss of or damage to trees, shrubs, or plants caused by the digging of graves.

~~One shepherds hook (single or double) will be allowed per grave space. Plants may be placed in hanging basket from the shepherd's hook. No other items may be attached to the hook.~~ [One metal \(shepherd\) hook shall be permitted per plot in lieu of any other decorations or plantings. It must not exceed 5' in height and contain no more than one flower basket. Attachment of any other item to the hook is not permitted. Hook may not be decorated with artificial flowers or coverings.](#)

[Decorations attached to trees or shrubs shall not be permitted.](#)

[Chimes or any other decoration making noise shall not be permitted.](#)

Maintenance of the lawn is continuous, placement of flowers and all other decorations on ground level will be removed. The placement of items on the ground level impedes the mowing process.

[The City reserves the right to regulate the method of decorating plots and the right to regulate decoration so that ease of maintenance and aesthetics of the cemetery may be maintained.](#)

All boundary/corner markers shall not be disturbed.

The grade of lots shall not be changed without the prior approval of the City.

No walkways of any kind are allowed on any lot or grave space.

No signs of any kind are allowed in the Cemetery.

The City shall have the right to perform maintenance activities it determines to be necessary.

No alcoholic beverages or container that once housed alcoholic beverages are allowed in the Cemetery.

No pets shall be allowed in the Cemetery.

All grave markers must meet the requirements as specified in the Code of Ordinances. Application for placement of grave marker/monument must be approved before placement of such.

The placement of permanent benches is allowed after obtaining an approved permit through the City Secretary's office. Benches must be made of granite or marble and be placed upon an engineered foundation.

Columbarium Niche area – No more than two cremains can be placed in each niche, depending on urn size. The size of each niche is 9” deep, 11” wide and 11” high.

Trees may be planted within the cemetery (not directly on top of a lot/space) only with the approval of the Parks Director. The care and maintenance will be the responsibility of the space owner. A request for a tree must be in writing and submitted to the ~~City Secretary~~ [Parks Department](#).

Each columbaria niche area dedicated to hold cremains is 11x11x9 inches deep; 2 cremains per niche is allowed as long as containers fit within said dimensions.

Cemetery rules in both English and Spanish shall be posted in the Cemetery.

(These Rules and Regulations shall be attached to the form signed by the purchaser of any lot/space in the Cemetery.)

ACKNOWLEDGEMENT

I, _____, do hereby acknowledge that the burial space(s) that I have selected in Tract 5 of the Oak Park Cemetery has (have) restrictions that have been explained to me. Grave markers in Tract 5 shall meet the requirements as prescribed by said ordinance. I, also, acknowledge that I have been issued a copy of the City of Alvin Oak Park Cemetery, Rules and Regulations adopted in October, 1996 and revised on February 21, 2008, ~~April 2008~~, April 21, 2016, and April 20, 2023; *Chapter 5 ½ Section 3- Requirements regarding columbaria niches and lot/spaces and Chapter 28, Cemetery Fees.*

In selecting a burial space in said tract of said cemetery, I hereby agree to abide by the restrictions as set forth herein.

Date: _____

Signature: _____

Witness: _____



Senior Board Applicants -April

Name	Employment/Occupation	Alvin Resident	Past Boards
Caiden Anderson	Self-employed Graphic Designer	19 years	None
Michael Green	Retired Police Officer	18 years	None
Thomas Hockin	Retired	15 years	None

il 20, 2023

Notes Provided on Consent and Willingness to
Serve Form

I would like to serve my community and give back in any way I can. I designed the city's new logo.

Served the public all my life. Retired Police Officer- 25 years. President of Meals on Wheels for 10 years and served on YMCA Board of Directors for 5 years.

Worked closely with the seniors in several capacities. Involved with the karaoke and jam sessions.