

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, May 18, 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 of the City Council of the City of Alvin, Texas, to be held on Thursday **MAY 18, 2023**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PUBLIC HEARING

- 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).

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the April 26, 2023 City Council Workshop meeting minutes.
- B. Consider approval of the May 4, 2023 City Council Regular meeting minutes.
- C. Consider Resolution 23-R-12, declaring the results of the General Election held on May 6, 2023, for the purpose of electing the City of Alvin Mayor and a member to City Council District E; and providing for other related matters thereto.
- D. Consider Resolution 23-R-13, ordering a Runoff Election for the General Election to be held on June 10, 2023, for the purpose of electing a member to City Council District E; establishing the procedures for the June 10, 2023 Runoff Election for City Council District E in Alvin, Texas; and providing for other related matters thereto.
- E. Consider authorization of construction services with Horizon International Group through the Choice Partners Cooperative Purchasing Network, for the renovation of the men's and women's restrooms at the Alvin Library, in an amount not to exceed \$64,948.00.

- F. Consider Ordinance 23-I, 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); providing for compliance with state law; providing a savings clause; providing a severability clause; and providing an effective date.
- G. Consider approval of Resolution 23-R-14, authorizing the payment of five (\$0.05) cents per capita to the Gulf Coast of Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and providing other matters related thereto.

6. RESOLUTION

- A. Consider Resolution 23-R-15, honoring Gabe Adame for his service as City Council member District E, City of Alvin, Texas.

7. OATH OF OFFICE

- A. Administer Oath of Office to Gabe Adame, Mayor of the City of Alvin, by Judge Mike Merkel.

8. RESOLUTION

- A. Consider Resolution 23-R-16, honoring Paul A. Horn for his service as Mayor, City of Alvin, Texas.

9. PRESENTATIONS

- A. National Foster Care Month Proclamation.
- B. Alvin High School Marine Corps JROTC Proclamation - May 18, 2023.
- C. EMS Week Proclamation - May 21-27, 2023.
- D. Public Works Week Proclamation - May 21-27, 2023.

10. OTHER BUSINESS

- A. Consider a renewal of a ten-year Industrial District Agreement with Denbury Onshore LLC, commencing January 1, 2024 and ending December 31, 2033, and authorize the Mayor to sign upon legal review.
- B. Consider the Mayor's appointment of Mayor pro-tem.
- C. 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.

11. REPORTS FROM THE CITY MANAGER

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

12. 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.

13. 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 May 15, 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).**

**MINUTES
CITY OF ALVIN, TEXAS
309 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
WEDNESDAY, APRIL 26, 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 a Workshop Session at 7:00 PM at the Alvin Senior Center, with the following members present: Mayor Paul A. Horn; Mayor Pro-Tem Gabe Adame; Councilmembers: Martin Vela, Keko Moore, Joel Castro, 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; Amy Mallett, Utility Billing Supervisor; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Ron Schmitz, EMS Director of Operations; Kendall Hunting, Fire Chief/ Administrator, and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Discuss the Planned Unit Development of Preservation Creek, a proposed 2,900 acre master planned community east of SH288 between FM 1462 on the north and CR51 on the south.

Representatives from W Land Development summarized how they researched the surrounding area to design the brand vision for the Preservation Creek Development. W Land's vision is to 'preserve' the way of life characteristic of this area. The style was described as Texas Chic living; relaxing, comfortable, and convenient; engaging all forms of demographics. The amenities will be appropriate to a small-town feel. The engineer for the project summarized the existing study of the property and plans for the well study, wastewater, roadways, and floodplain. To preserve the 'community wellness outdoors' vision, the plan is to provide community nodes within a 5-minute walking distance, to possibly include the likings of a school, a Recreation Center, a Community Center, coffee shop, and walking trails. Preservation Creek is proposed to have multiple AISD schools and community nodes. This master-planned community has approximately 9,200 units ranging from 50-70 foot lots of single-family homes and potentially 35-50 foot lots for Patio Homes, and Townhomes. This project will take 15-20 years to completely build out all the homes. Additionally, there will be an area designated for an Emergency Services building; the location for such will be determined at a later date. The W Land team also summarized the building phases, including plans for drainage, a wastewater treatment plant and other infrastructure. Discussion was had regarding the need for a possible Tax Increment Reinvestment Zone and 3 Municipal Utility Districts to manage this development.

ADJOURNMENT

Mayor Horn adjourned the meeting at 9:02 p.m.

PASSED and APPROVED the 18th of May, 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, MAY 4, 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, Richard Garivey, and Chris Vaughn.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Sara Cruz, Deputy City Secretary; Dan Kelinske, Parks and Recreation Director; Brandon Moody, Director of Public Services and Todd Arendell, Police Captain.

INVOCATION AND PLEDGE OF ALLEGIANCE

Zac Coffman with Light Christian Center gave the invocation. Council member Adame led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATION

Police Week Proclamation - May 14-20, 2023

Mayor Horn proclaimed the week of May 14-20, 2023 as Police Week and formally issued the proclamation to recipients in attendance.

Motorcycle Safety Awareness Month

Mayor Horn proclaimed the Month of May 2023 as Motorcycle Safety Awareness Month and formally issued the proclamation to recipients in attendance.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the April 20, 2023, City Council meeting minutes.

Consider Addendum No. 1 to the Agreement with The Brandt Companies, LLC, for a one (1) year renewal of the HVAC Preventative Maintenance services of City-owned buildings, in an amount not to exceed \$84,667.00; and authorize the City Manager to sign the addendum upon legal review.

The HVAC maintenance agreement is designed to provide routine maintenance by a certified technician for all Heating Ventilation Air Conditioning (HVAC) equipment to prolong efficient life. The City Council approved the agreement at the regular meeting on August 4, 2022 for the remaining months of fiscal year 2022 (August 4, 2022 thru September 30, 2022) for an amount of \$10,437.00 and the first full year of service, fiscal year 2023, for an amount of \$84,667.00 beginning October 1, 2022 and ending September 30, 2023. Addendum No. 1 is the first of up to three one (1) year renewal options, which would begin October 1, 2023 and end September 30, 2024.

Service Year	Proposal
FY22 (Initial Award, 2 months of service)	\$10,437.00
FY23 (1st full year of service)	\$84,667.00
FY24 (1st one year renewal option - Addendum 1	\$84,667.00

The Brandt Companies, LLC provides a comprehensive range of HVAC and other services, having factory-trained technicians for all major manufacturers. They have installed building automation at APD, City Hall, Senior Center and Public Service Facility, installed the 100-ton chiller at APD and continue to provide HVAC preventative maintenance, repair and equipment replacement for the City of Alvin.

The following locations would continue under the maintenance agreement: Animal Adoption Center, City Hall, Public Services Facility #1, Public Services Facility #2 (Dyche Lane), Library, Senior Citizens Center, Museum, Train Depot, Wastewater Treatment Plant, Fire/EMS Station #1, Fire Stations 2 & 3, and the Police Station.

HVAC equipment repair and replacement services provided by The Brandt Companies, LLC are utilized on an "as needed" basis with all costs pre-priced with "not to exceed" pricing already established by the Choice Partners cooperative purchasing network.

Advantages of using Choice Partners Cooperative Purchasing Network:

- 1.) Fast Track procurement process
- 2.) Lower procurement and administrative costs
- 3.) Fewer change orders and claims
- 4.) Competitively bid local pricing in lump sum proposal
- 5.) Ability to accomplish a substantial number of individual projects with a competitively bid contract
- 6.) Oversight thru Choice Partners which audits the accuracy of all job order contract proposals

Staff recommends approval of Addendum No. 1 renewing the HVAC Preventative Maintenance Agreement with The Brandt Companies, LLC for an amount of \$84,667.00 as their performance continues to provide a good value to the City of Alvin.

Consider Addendum No. 1 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select parkland and other City-owned property and State Right of Way, in an amount not to exceed \$54,614.22; and authorize the City Manager to sign the Addendum upon legal review.

This is the second of two manicured mowing agreements, originally approved in the amount of \$54,614.22 with LTS Lawncare by City Council on April 21, 2022, utilizing the public bid process, Bid# B-22-05. The first year of service began October 1, 2022 and will end September 30, 2023. Addendum No. 1 is the first of up to three one (1) year renewal options, which would begin October 1, 2023 and end September 30, 2024.

Service Year	Proposal
FY23 (Initial Award)	\$54,614.22
(1st one-year renewal option - Addendum 1)	\$54,614.22

The following locations would continue under the agreement: Hike and Bike Trail (Adoue Street to South Street), Hugh Adams Park, Marina Park, Morgan Park, Pearson Park, and Talmadge Park, two lots at 3404 Hummingbird and 1409 Talmadge, and four corner areas of the Gordon Street Bridge. Staff recommends approval of Addendum No. 1 allowed in the manicured mowing agreement in the amount of \$54,614.22 with LTS Lawncare as their performance continues to provide good value to the City of Alvin.

Consider Addendum No. 2 for a one (1) year renewal agreement with LTS Lawncare for manicured mowing services of select City-owned and State Right of Way property including parkland, lift stations, water wells, and various building grounds, in an amount not to exceed \$123,714.91; and authorize the City Manager to sign the addendum upon legal review.

This Agreement with LTS Lawncare was originally approved in the amount of \$114,355.59 by City Council on May 6, 2021, utilizing the public bid process, Bid# B-21-11. Addendum No. 1 began October 1, 2022 and will end September 30, 2023. Addendum No.2 is the second of up to three one (1) year renewal options, which would begin October 1, 2023 and end September 30, 2024.

Service Year	Proposal
FY22 (Initial Award)	\$114,355.59
FY23 (1st one year renewal option - Addendum 1)	\$118,956.64
FY24 (2nd one year renewal option - Addendum 2)	\$123,714.91

The following locations would continue under the agreement: Lift Stations 8, 14, 23B, 26, 28, 29, 30, 31, 33, 34, 43; Water Wells 3, 4, 6, 7, 8; Water Towers 1, 2, 3; City Property - City Hall, Lot near Chamber, Library, Senior Center, Museum, Public Service Facility, Animal Adoption Center, APD, Bo Owen Pool, Girl Scout House Lot, American Legion Lot, Recreation Station (former Fire Station #1) + overflow lot, Fire/EMS Station #1, Fire Station #2 & 3, former EMS Station, downtown parking lot, APD shooting range, Durant Detention Pond, Kost Detention Pond, Waste Water Treatment Plant; City Entrances - North & South areas on Bypass 35, Welcome to Alvin Sign areas (2); Parks - Ruben Adame, Newman, Citizens, Sealy, Prairie Dog, National Oak, Lions and Oak Park Cemetery. This addendum is the second of up to three, one-year renewals allowed per the agreement, having an effective date October 1, 2023 to September 30, 2024. Staff requested to increase the frequency of cleaning at the Senior Center, from five (5) days per week to six (6) days per week. This change supplements staff efforts to ensure the entire building remains cleaned and restrooms stocked for weekend reservations. The additional cost is \$180.00 per month, \$2,160.00 annually. American Janitorial Services, LTD did not increase their base bid price. Staff also requested to add janitorial service "upon request only" to the newly completed restroom/storage building at Pearson Park. The cost per request is \$85, the same as the base bid cost for the existing restroom building.

Consider Addendum No. 1 for a one (1) year renewal with American Janitorial Services LTD, for janitorial services of City-owned buildings and park restrooms, in an amount of \$143,136.00; and authorize the City Manager to sign the addendum upon legal review.

This Agreement was originally approved in the amount of \$143,1976.00 with American Janitorial Services, LTD by City Council on April 21, 2022, utilizing the public bid process, Bid # B-22-04. The first year of service began October 1, 2022 and will end September 30, 2023. Addendum No. 1 is the first of three one (1) year renewal options, which would begin October 1, 2023 and end September 30, 2024. Staff requested to increase the frequency of cleaning at the Senior Center, from five (5) days per week to six (6) days per week. This change supplements staff efforts to ensure the entire building remains cleaned and restrooms stocked for weekend reservations. The additional cost is \$180.00 per month, \$2,160.00 annually. American Janitorial Services, LTD did not increase their base bid price. Staff also requested to add janitorial service "upon request only" to the newly completed restroom/storage building at Pearson Park. The cost per request is \$85, the same as the base bid cost for the existing restroom building.

Service Year	Proposal
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FY23 (Initial Award)	\$140,976
FY23 (1st one year renewal option - Addendum 1)	\$143,136

The following locations would continue under the agreement: City Hall, Public Services Facility, Public Services Facility #2 (Dyche Lane), Library, Senior Citizen Center, Museum, Train Depot, National Oak Park Restroom, APD, Animal Adoption Center, Recreation Station (formerly Fire Station #1), Fire/EMS Station #1, Fire Station 2 & 3. Facilities per request include; Portable Restroom, Briscoe, Lions, Pearson, Morgan, Bob Owen Pool Restrooms and Alvin Girl Scout House.

Consider Ordinance 23-H, amending Chapter 28, Comprehensive Fees, of the Code of Ordinances, City of Alvin, Texas, for the purpose of adding an annual permit/application and inspection fee for temporary A-Frame signs; providing for an effective date; and setting forth other provisions related thereto.

At the April 20, 2023 City Council meeting, City Council adopted Ordinance 23-H, amending Chapter 17.5 Signs relating to temporary A-frame signs. Staff presented a \$50 annual permit/inspection fee to accompany this item, which was discussed with City Council at that meeting. This ordinance formally adopts the fee into Chapter 28 of the City's Code of Ordinances. Staff recommends approval of Ordinance 23-H.

Consider a Professional Services Payment Agreement with WB W Alvin Land LLC for the reimbursement of certain costs incurred by the City of Alvin relative to a Tax Increment Reinvestment Zone, Project Plan and other professional and administrative services for the development of a 2,900 acre master planned community known as Preservation Creek, adjacent to State Highway 288, between FM 1462 and County Road 51; and authorize the Mayor to sign upon legal review.

WB W Alvin Land LLC is submitting a Professional Service Payment Agreement to reimburse city expenses relative to the Tax Increment Reinvestment Zone (TIRZ) and the preparation of a project and financing plan for the TIRZ, and a development reimbursement agreement, and other relevant documents, including, but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, financial advisory fees, City staff time dedicated to Reinvestment Zone matters, other consultant fees.

Basic terms of the contract include a deposit of \$25,000 from the developer for payment of city expenses related to the development. Also, in the event the deposit falls below \$7,500, upon request from the City, the Developer shall advance to the City an additional amount necessary to cause the amount on deposit with the City to equal no less than \$25,000. Also, per the agreement, the Developer's obligation to pay the City is not contingent on the City executing a development agreement or approving the Developer's project plan.

Consider Addendum No. 1 for a one (1) year renewal agreement with Stronghold Vegetation Management for Bypass 35 Mowing Services for an amount not to exceed \$97,680.00; and authorize the City Manager to sign the addendum upon legal review.

An initiative in the City's Strategic Plan is to establish a comprehensive program to beautify the City. As a part of that plan, staff included funding in the FY23 budget to contract out mowing services to improve beautification along the TXDOT Bypass 35 thoroughfare traveled by Alvin's residents and visitors. The bid to mow the Bypass 35 includes 139.5 acres of the median, eastside right-of-way, and westside right-of-way from the YMCA/Kroger on the south end of town, to Fox Meadows on the north end. This includes mowing to a uniform height of 4-6 inches, weed eating, or trimming around objects that cannot be mowed around, such as signs, utility poles, guidewires, drainage structures, ditches, etc., on a monthly basis or a 30-day cycle. The contractor shall be responsible for obtaining any permits necessary and provide traffic control when necessary, such as posting the appropriate caution signs.

*The Council awarded the bid for the Bypass 35 mowing services to Stronghold Vegetation Management on May 19, 2022. Stronghold has been very reliable, dependable, and has performed their services timely to date. The current contract has an option to extend for two (2) additional one (1) year terms at the same terms and conditions, as long as both parties are in agreement to doing so. Stronghold is in agreement to extend the contract for the Bypass 35 mowing services for an additional one (1) year at the same terms and conditions. Staff recommends extending the contract for the Bypass 35 mowing services with Stronghold Vegetation Management. ***this is separate and unrelated to the Manicured Mowing contract services***

Acknowledge receipt of the City of Alvin 2023-2027 Capital Improvement Program.

The City of Alvin 2023-2027 Capital Improvement Program (CIP) includes anticipated drainage, street, water, wastewater, parks, and facilities projects planned for the next five years. The Planning Commission and Parks Board have reviewed the CIP plan and staff has reviewed/adjusted the CIP as necessary. As required by City Charter, City Council is being presented with the CIP prior to the start of the budget process for the upcoming fiscal year. Once the CIP is reviewed and received by City Council, then the City Council and staff will work to fund the projects through the budget process for the upcoming fiscal year. The 2023-2027 CIP was presented to the City Council in a workshop meeting on March 7, 2023.

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

OTHER BUSINESS

Consider Resolution 23-R-10, accepting the donation of \$15,000 from INEOS for the purchase of audio/visual equipment, replacement of a lectern, and for the purchase and installation of automatic door controls at the Senior Center.

INEOS donated \$15,000 to the City of Alvin to purchase a replacement lectern as well hire a contractor to purchase and install automatic door controls on four (4) restroom doors within the Senior Center. The City's donation policy requires donations to the City - valued at a sum of \$5,000 or greater - be accepted by Resolution of the City Council.

Dan Kelinske, Director of Parks and Recreation, presented this item before City Council with explanation. Thanks were extended to representatives from INEOS in attendance.

Council member Castro moved to approve Resolution 23-R-10, accepting the donation of \$15,000 from INEOS for the purchase of audio/visual equipment, replacement of a lectern, and for the purchase and installation of automatic door controls at the Senior Center. Seconded by Council member Garivey; motion carried with all members present voting Aye.

Consider Resolution 23-R-11, with the intent to Establish the City of Alvin Property Assessed Clean Energy ("PACE") Program and calling for a public hearing to be held to receive public comment on this Program for Thursday, June 1, 2023, 7:00 p.m. in the City Council Chambers of Alvin City Hall; and setting forth other provisions related thereto.

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 financings 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 financings 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
Offers a Range of Accounting Treatments
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*

ANALYSIS OF THE PROFESSIONAL SERVICES AGREEMENT AND REPORT:

In order for Lone Star PACE to have the authority to provide PACE financing in the City, it is necessary for the City to execute the Professional Services Agreement. The Professional Services Agreement provides that Lone Star PACE is an authorized representative and program administrator, separate and apart from the City executing such agreement. There are no costs to the City associated with the City of Alvin PACE Program.

Texas Local Government Code Section 399.009 requires a report to be prepared detailing the requirements for every PACE program established. The attached Program Report provides the required information to establish a PACE program within the City. This report will be published on the City website and made available at the City office for inspection by the public.

FISCAL IMPACT:

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the PACE Program.

Resolution 23-R-11 states that the City of Alvin intends to establish this program for use within the City of Alvin. A public hearing through the adoption of this Resolution is called for Thursday, June 1, 2023 at 7:00 p.m.

Lee McCormick, with Lonestar PACE, presented this item before the City Council with explanation. The goal of Lonestar PACE is to meet Texas's energy needs through efficiency with structures being 5-10% above code requirements. Junru Roland, City Manager, clarified that there is no cost to the City of Alvin or residents by

participating in this program.

Council member Garivey moved to approve Resolution 23-R-11, with the intent to Establish the City of Alvin Property Assessed Clean Energy ("PACE") Program and calling for a public hearing to be held to receive public comment on this Program for Thursday, June 1, 2023, 7:00 p.m. in the City Council Chambers of Alvin City Hall; and setting forth other provisions related thereto. Seconded by Council member Moore; motion carried with all members present voting Aye, and Council member Castro 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.

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

REPORTS FROM THE CITY MANAGER

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

Mr. Roland announced items of community interest; and he reviewed the preliminary list for the May 18, 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 extended thanks and kudos to Brandon Moody, Director of Public Services, and his team for doing such an amazing job on a drainage project on Circle Way Drive.

Council member Castro announced a fundraiser crawfish boil is being hosted by the local VFW, May 6th from noon to 2:00 p.m.

EXECUTIVE SESSION

Mayor Horn called for executive session at 7:28 p.m. in accordance with the following:

Section 551.072 of the Local Government Code provides as follows: Deliberation regarding the purchase, exchange, lease, or value of real properties.

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 8:48 p.m.

ADJOURNMENT

Mayor Horn adjourned the meeting at 8:48 p.m.

PASSED and APPROVED the 18th of May, 2023.

ATTEST:

Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/18/2023

Department: City Secretary

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

Agenda Item: Consider Resolution 23-R-12, declaring the results of the General Election held on May 6, 2023, for the purpose of electing the City of Alvin Mayor and a member to City Council District E; and providing for other related matters thereto.

Type of Item: Resolution

Summary: The official canvassing for this election is scheduled for Wednesday May 17, 2023, at 5:31 p.m., which is the statutory last day to canvass the election. A meeting notice was posted for said canvassing. State Election Code, Chapter 67, states that a full quorum of the governing body is not required for the canvassing of an election and can be completed with only two (2) members of the governing body in attendance. At the canvassing, the election returns will be read aloud by the City Secretary and an affidavit signed by those in attendance declaring the official results.

Resolution 23-R-12 formally declares the results of the May 6, 2023, General Election in resolution and minute format, where it will be maintained as an official record of the City. The election returns for each item on the ballot do not have to be read orally at the May 18, 2023, City Council meeting, as this will be done at the official canvassing on Wednesday, electing Gabe Adame to the office of Mayor and declaring the votes received for City Council District E, which resulted in a required runoff election.

Staff recommends the approval of Resolution 23-R-12.

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: 5/15/2023 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Res 23-R-12; 5/6/23 General Election Results

Recommendation: Move to approve Resolution 23-R-12, declaring the results of the General Election held on May 6, 2023, for the purpose of electing the City of Alvin Mayor and a member to City Council District E; and providing for other related matters thereto.

Reviewed by Department Head, if applicable: _____

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: _____

Reviewed by City Manager, if applicable: ☒

RESOLUTION 23-R-12

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING MAYOR AND A MEMBER TO CITY COUNCIL DISTRICT E; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, on May 6, 2023, a General Election was held in the City of Alvin, Texas, for the purpose of electing Mayor and a member to City Council District E; and

WHEREAS, the said election was duly and legally held in conformity with the election laws of the State of Texas, and the results of said election have been verified and returned by the proper judges and clerks; and

WHEREAS, a total of 917 voters of 15,353 registered voted in said election; and

WHEREAS, the governing body as the canvassing authority of the City of Alvin, Texas, canvassed said returns on Wednesday, May 17, 2023, and hereby declare the result of such General Election for public record;

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

Section 1. The facts set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The official canvass of the returns of General Election held on May 17, 2023, reflect that the following named persons received the number of votes appearing opposite their names in the respective position to be filled:

Mayor		
	Total Votes	%
Gabe Adame	799	100

City Council District E		
	Total Votes	%
Luke Troxell	8	2.72%
Larry Nelson	141	47.96%
Meagan DeKeyzer	145	49.32%

Section 3. In accordance with the official canvass of the returns of the General Election held on May 6, 2023, the following persons were duly elected to the respective position as shown:

Mayor: Gabe Adame
Council Member District E: Run-Off Election called for June 10, 2023

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

PASSED AND APPROVED on this the 18th day of May 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/18/2023

Department: City Secretary

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

Agenda Item: Consider Resolution 23-R-13, ordering a Runoff Election for the General Election to be held on June 10, 2023, for the purpose of electing a member to City Council District E; establishing the procedures for the June 10, 2023 Runoff Election for City Council District E in Alvin, Texas; and providing for other related matters thereto.

Type of Item: Resolution

Summary: This Resolution is calling for a Runoff Election for Saturday, June 10, 2023, to elect a member to fill the Alvin City Council District E vacancy. No candidate in the May 6, 2023 General Election received more than 50% of the vote, therefore requiring a runoff.

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

Early Voting will begin on Tuesday May 30, 2023, and will continue through Tuesday, June 6, 2023, at the Alvin Library.

Early voting dates and hours:
May 30-June 3; 8am-5pm
June 5-6; 8am-5pm

Election Day voting (6/10) will be held at the Alvin Library.

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: 5/15/2023 SLH
	Date Completed: _____

Supporting documents attached:

1. Res 23-R-13 ; District E Runoff Election 061023

Recommendation: Move to approve Resolution 23-R-13, ordering a Runoff Election for the General Election to be held on June 10, 2023, for the purpose of electing a member to City Council District E; establishing the procedures for the June 10, 2023 Runoff Election for City Council District E in Alvin, Texas, and providing for other related matters thereto.

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: X

Reviewed by City Manager, if applicable: X

RESOLUTION 23-R-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ORDERING A RUNOFF ELECTION FOR THE GENERAL ELECTION TO BE HELD ON JUNE 10, 2023, FOR THE PURPOSE OF ELECTING A MEMBER TO CITY COUNCIL DISTRICT E; ESTABLISHING THE PROCEDURE FOR THE JUNE 10, 2023, RUNOFF ELECTION IN ALVIN, TEXAS; AND PROVIDING FOR OTHER RELATED MATTERS THERETO.

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

WHEREAS, a general election was held on May 6, 2023, for the purpose of electing a member to District E, on the Alvin City Council for a three-year term of office; and

WHEREAS, pursuant to Article III, Section 4, of the Alvin City Charter, if no candidate receives a majority of the vote cast for that position in a regular or special election, a runoff election shall be held; and

WHEREAS, no candidate for City Council District E received a majority of the votes cast for the office or place; and

WHEREAS, pursuant to Article III, Section 4, of the Alvin City Charter, the runoff election shall be held on a date permitted by the provisions of the Texas Election Code; and

WHEREAS, the names of the two (2) candidates receiving the highest number of votes at the general election, for the office for which they were candidates, shall be printed on the ballot and submitted to the qualified voters for election;

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

Section 1. In accordance with the Constitution and general laws of the State of Texas, a Municipal Runoff for the General Election is hereby called and ordered for the second Saturday in June 2023, the same being the 10th day of said month, at which election all qualified voters of the City that reside within the boundaries of District E may vote for the purpose of electing official of the City to City Council District E, for a Term ending May 2026.

Section 2. Candidates. The two candidates for such runoff election shall be Larry Nelson and Meagan DeKeyzer, same being the two candidates in the general election held on May 6, 2023, receiving the highest number of votes for Mayor.

Section 3. Notice of Election. Notice of the run-off for the special election shall be given and the run-off special election shall be held in compliance with the provisions of the *Texas Election Code*, the *Federal Voting Rights Act of 1965, as amended*, and the *City Charter*, in all respects.

Section 4. Ballots. The ballots for the run-off election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County.

Section 5. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Section 6. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer. Early voting shall commence on Tuesday, May 30, 2023, and continue through Tuesday, June 6, 2023, and early voting polls shall remain open for any other time specified by the *Texas Election Code*.

The early voting location inside the City of Alvin boundaries shall be held at the Alvin Library, 105 S. Gordon Street, and any other locations authorized by the Brazoria County Election Officer.

Early voting will be conducted on the following dates and times:

Early Voting Schedule

Date	Time
Tuesday through Friday May 30 – June 2, 2023	8:00 a.m. to 5:00 p.m.
Saturday June 3, 2023	8:00 a.m. to 5:00 p.m.
Monday and Tuesday June 5 and June 6, 2023	8:00 a.m. to 5:00 p.m.

Section 7. Election Dates and Polling Places. The election polling places shall be established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election shall be the polling place established by Brazoria County for voting by residents of the City. The polls shall remain open on the day of the election, June 10, 2023, from 7:00 a.m. to 7:00 p.m. The returns will be provided by the Brazoria County Election Officer, who shall tabulate and provide the election returns for the election.

DISTRICT

E

POLLING PLACE

Alvin City Library
105 S. Gordon

Section 8. **Joint Election.** The election shall be conducted in accordance with state law, this Resolution, and the Joint Election Agreement and Contract for Election Services with Brazoria County.

Section 9. **Effective Date.** This Resolution shall be in force and effect from and after its passage on the date shown below.

Section 10. **Open Meetings Act.** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on this the 18th day of May 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/18/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider authorization of construction services with Horizon International Group through the Choice Partners Cooperative Purchasing Network, for the renovation of the men's and women's restrooms at the Alvin Library, in an amount not to exceed \$64,948.00.

Type of Item: Contract/Agreement

Summary: This item is for the renovation of the men's and women's public restrooms located at the Alvin Library.

Staff utilized Choice Partners Cooperative Purchasing Network, engaging the services of Horizon International Group for the scope of work.

Scope of Work \$64,948.00

Remove all toilet partitions, 5 lavatories and tops	Remove 2 toilets, mirrors, damaged tile and backboard as needed
Install new backer board at tile repair area	Install new tile to match
Install new hard surface at tops	Furnish and install 5 new individual mirrors
Repair all drywall as needed	Apply tape, float and finish coats.
Furnish and install new solid surface countertop with front apron and removable plan clad panels under sinks	Prep and paint 2 door frames, re-furbish 2 doors
Furnish and install plastic laminate headrail braced toilet compartments	Particleboard core, chrome plated zama hardware
58"H Doors/Panels	Provide and install new urinal and carrier
Provide and install new water closets	Provide and install new lavatories
Dispose and remove all debris.	Protect all flooring and provide dust containment

Staff recommends the selection Horizon International Group to provide construction services for the renovation of the men's and women's restrooms at the Alvin Library. This project is a budgeted item funded through the General Projects Fund (Fund 311) in the FY2022-2023 Budget.

Advantages of using Choice Partners Cooperative Purchasing Network:

- 1.) *Competitive Bid Pricing*
 - 2.) *Streamlined Purchasing Process compliant with procurement laws*
 - 3.) *Lower procurement and administrative costs*
 - 4.) *Oversight through Choice Partners, which audits the accuracy of all job order contractor proposals*
 - 5.) *Member Rebates*
-

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Account: 311-7002-00-4100 **Amount:** \$64,948.00 **1295 Form Required?** Yes ☒ No ☐
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 5/15/2023 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** _____

Supporting documents attached:

1. Horizon - Library Bathroom proposal 5-3-2023
-

Recommendation: Move to authorize construction services with Horizon International Group through the Choice Partners Cooperative Purchasing Network, for the renovation of the men's and women's restrooms at the Alvin Library, in an amount not to exceed \$64,948.00.

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: ☒

HORIZON INTERNATIONAL GROUP
4204 Bellaire
Houston, TX 77025
(713) 660-8282 Tel. (713) 660-0102 Fax

April 26, 2023

Mr. Dan Kelinske
Director of Parks and Recreations
City of Alvin
300W. Sealy St.
Alvin, TX 77511

Re: City of Alvin – Library

Dear Mr. Kelinske,

Horizon Group International is pleased to present our proposal for the above referenced project. This project is priced in accordance with our Job Order Contract through Choice Partners 15/041JN-08. The City Cost Index and Choice Partners Coefficient for standard working hours have been applied.

SCOPE OF WORK

Material, labor, supervision and equipment to complete the following:

DEMOLITION

Remove all toilet partitions. Remove 5 Laboratories Remove Laboratories tops. Remove (2) Toilets.
Remove damaged section of tile as needed. Remove tile back-board as needed.
Remove mirrors per specs.

NEW CONSTRUCTION

Install new backer board at tile repair area.
Install new tile to match as close as possible (limited results). Install new hard surface at tops.
Furnish and Install 5 new individual mirrors.
Repair all drywall as needed.
Apply tape, float and finish coats as needed. Apply 1 coat primer as needed to all walls. Apply 2 finish paint as needed to all walls.
Furnish and install new solid surface countertop or men's and women's restroom with front apron and removable plam clad panels under sinks
Prep and paint 2 door frames per specs. Re furbish 2 door per specs.
Furnish and install plastic Laminate Headrail Braced Toilet Compartments.
Plarticleboard Core. Chrome Plated Zaman Hardware.
58"H Doors/Panels.
Provide and install new urinal and new carrier
Provide and install new water closets in Men's and Women's restroom
Provide and install new Lavatories in Men's and Women's restroom
Dispose and remove all debris. Protect all flooring as needed. Provide dust containment.

Pricing for the Scope of Work is as follows:

Total (Rounded)	\$ 64,948.00
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We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,

Jeff Greytok

Cell: 361-563-1070

jgreytok@hgiusa.com





AGENDA COMMENTARY

Meeting Date: 5/18/2023

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider Ordinance 23-I, 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); providing for compliance with state law; providing a savings clause; providing a severability clause; and providing an effective date.

Type of Item: Action Item

Summary: This is an annual review and adoption of an ordinance for *Standards of Care* for Youth Recreation Programs conducted by the City of Alvin Parks and Recreation Department. Ordinance 20-K was the original ordinance adopted by City Council on April 16, 2020, and then superseded by Ordinance 22-HH adopted by City Council in 2022 on May 19th.

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 and physical activity, as well as lunch and snacks provided. Primary location is the Recreation Station, located at 302 W. House Street.

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. Ordinance 23-I will formally replace Ordinance 22-HH, meeting the state requirements.

City Council called the public hearing at their last regular meeting held on April 20, 2023 for May 18, 2023 at 7:00 p.m. The public hearing notice for this Ordinance was published in the Alvin Sun on April 30, 2023 and has been posted on the City's website. Staff recommends adoption of Ordinance 23-I with no changes from previous Ordinance 22-HH.

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: 5/15/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Ord. 23-I; Parks - Alvin Standards of Care Youth Programs
 2. Exhibit A Ord. 23 -I Parks - Alvin Standards-of-Care Youth Recreation Programs
-

Recommendation: Move to approve Ordinance 23-I, 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); providing for compliance with state law; providing a savings clause; providing a severability clause; and providing an effective date.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

ORDINANCE 23-I

AN ORDINANCE OF THE CITY OF ALVIN, TEXAS, 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); PROVIDING FOR COMPLIANCE WITH STATE LAW; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvin, Texas (the “City”), is a home rule municipal corporation pursuant to Article 11, Section 5 of the Texas Constitution and its Home Rule Charter; and

WHEREAS, the City operates recreation programs for children, including elementary age children (ages 5 through 13); and

WHEREAS, 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) stating “an elementary-age (ages 5-13) recreation program operated by a municipality provided the governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs, that such standards are provided to the parents of each program participant, and that the ordinances shall include, at a minimum, staffing ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and further provided that parents be informed that the program is not licensed by the state and the program may not be advertised as a child-care facility;” and

WHEREAS, the City Council held a public hearing on May 18, 2023, regarding the Standards of Care for its Youth Recreation Programs for elementary age children (ages 5 through 13) before passing and approving this Ordinance 23-I adopting such Standards of Care;

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

Section 1. The above and foregoing recitals and premises to this Ordinance are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The standards of care set forth in Exhibit A attached hereto and made a part of this Ordinance for all purposes (the “Standards of Care”) are hereby adopted as the standards of care for all elementary age (ages 5 through 13) recreation programs operated by the City of Alvin, Texas (collectively “Programs” and each a “Program”), including without limitation, any summer camp program.

Section 3. All Programs are to be operated by the City of Alvin’s Park and Recreation Department (“Department”). The Director of the Department, or the Director’s designee, (individually or collectively, the “Director”), shall administer the Programs in accordance with the Standards of Care. The Director may adopt rules in writing relating to the operations of Programs, which rules may be more restrictive than the Standards of Care. The Programs shall be operated

in accordance with the Standards of Care (or, in the event the Director adopts rules that are more restrictive than the Standards of Care, in accordance with such rules).

Section 4. The Director shall provide the Standards of Care to the parents of each Program participant (and, in the event the Director adopts rules that are more restrictive than the Standards of Care, shall provide such rules to the parents of each Program participant). Further, the Director, or the Director's designee, shall inform the parents of each Program participant that the Program is not licensed by the State of Texas.

Section 5. The Program shall not be advertised as a child-care facility.

Section 6. The Director is authorized to take any and all steps, if any, as may be necessary to confirm the Program's exemption from State law as set forth in Section 42.041 of the Texas Human Resources Code.

Section 7. This Ordinance shall be cumulative of all other ordinances of the City of Alvin, Texas, and shall not repeal any of the provisions of these ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 8. The provisions of this Ordinance are severable, and if any section or provision of this Ordinance or the application of any section or provision to any person, firm, corporation, entity, situation or circumstance is for any reason adjudged invalid or held unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of any other section or provision of this Ordinance or the application of any other section or provision to any other person, firm corporation, entity, situation or circumstance, and the City Council declares that it would have adopted the valid portions of this Ordinance adopted herein without the invalid or unconstitutional parts and to this end the provisions of this Ordinance adopted herein shall remain in full force and effect.

Section. 9. 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 10. This Ordinance shall take effect upon its passage and approval.

PASSED on the first and final reading on the 18th day of May 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

**EXHIBIT A
TO ORDINANCE 23 -I**

**STANDARDS OF CARE FOR YOUTH RECREATION PROGRAMS
ELEMENTARY AGE (5-13)**

The following Standards of Care are adopted in compliance with Section 42.041(b)(14) of the Texas Human Resources Code. The Standards of Care herein set forth are intended to be minimum standards applicable to all elementary age (ages 5 through 13) recreation Programs operated by the City of Alvin Parks and Recreation Department, including without limitation, any summer camp program and any spring break program. The Programs are recreational in nature and not designated as childcare programs nor licensed by the State of Texas.

GENERAL ADMINISTRATION

1. Organization.

- A. The governing body of the Youth Recreation Programs is the City Council of the City of Alvin, Texas.
- B. Implementation of the Youth Recreation Programs Standards of Care is the responsibility of the Parks and Recreation Department Director or his or her designee and Department employees.
- C. These Standards of Care will apply to all Programs, including, without limitation, the Summer Camp Program.
- D. Each Program Site will have available for public and staff review a current copy of the Standards of Care.
- E. Parents of participants will be provided a current copy of the Standards of Care during the registration process for a Program. Further, a copy of the Standards of Care shall be placed online on the City's primary website.
- F. Criminal background checks will be conducted on prospective camp program staff. The following convictions, including deferred adjudication and pretrial diversions, regardless of when the conviction occurred, will render applicant's ineligible for participation with the City of Alvin's Parks and Recreation Camp Programs:
 - (1) Any drug distribution activity, including misdemeanor or felony;
 - (2) Sexual Assault;
 - (3) Aggravated Assault;
 - (4) Child Abuse or Molestation;
 - (5) Murder;
 - (6) Kidnapping; and

- (7) Any other felony or crime involving moral turpitude, which involves acts of physical violence.

G. The following convictions within ten (10) years from the date of application for employment will render applicant's ineligible for participation with the City of Alvin's Parks and Recreation Camp Programs:

- (1) Any drug possession, including misdemeanor or felony;
- (2) Assault; or
- (3) Any other felony or crime involving moral turpitude which does not involve acts of physical violence.

2. **Definitions.** For purposes of these Standards of Care, the following words shall have the respective meaning ascribed to them:

"Camp Program Staff" means a person responsible for the direct care or supervision of participants, including volunteers and contractors. The term excludes a person whose primary duties include administration, clerical support, or facility maintenance.

"City" means the City of Alvin, Texas.

"Department" means the City of Alvin Parks and Recreation Department.

"Director" means the director of the Parks and Recreation Department.

"Designee" means a person appointed by the director to act on the director's behalf.

"Facility" means a building or improvement operated or used by the department in conducting a recreational program.

"Parent" means legal guardian of a participant.

"Participant" means a child age 5 to 13 years old that is enrolled in a recreational program and is under the supervision of department staff.

"Recreational Program or Program" means a fee-based children's program or activity offered and supervised by the department that requires a participant to enroll or register to participate.

"Staff" means a person who is employed by the department to work in a recreational program.

OPERATIONS

A. Camp Staff-Participant Ratios.

- (1) Camp programs shall have no greater than a 15/1 ratio of participant to camp program staff for children 5-9 years of age.
- (2) Camp programs shall have no greater than a 17/1 ratio of participants to camp program staff for children 10-13 years of age.
- (3) Each participant should have a program employee who is responsible for him or her and who is aware of details of the participant's habits, interests, and any special problems as identified by the participant's parents during the registration process.

B. Minimum Camp Program Staff Qualifications.

- (1) Camp program staff must be at least sixteen (16) years of age.
- (2) At least fifty percent (50%) of camp program staff must possess certification from a nationally recognized body in:
 - (a) First Aid; and
 - (b) Community CPR or equivalent.
- (3) Camp program staff must complete a camp program staff orientation including but not limited to:
 - (a) An overview of the City of Alvin's Standards of Care;
 - (b) Policies including discipline, guidance, and the release of participants;
 - (c) An overview of symptoms of child abuse, neglect, and sexual abuse and the responsibility of reporting these;
 - (d) The procedures to follow in handling emergencies, including but are not limited to fire, explosion, tornado, toxic fumes, volatile persons, and severe injury or illness of a child or adult; and
 - (e) The use and locations of fire extinguishers and first aid equipment.

C. Minimum Building Standards.

- (1) The facility and equipment used shall not present any known fire, health, or safety hazards and shall be kept free of accumulations of objectionable debris.
- (2) The facility shall be subject to an annual safety inspection.

- (3) The facility shall reasonably be kept free of insects, rodents, and stray animals.
- (4) Facility buildings shall maintain clearly marked emergency exits.
- (5) A disaster and evacuation procedure shall be posted at the facility.
- (6) First-aid kits and infection control kits shall be available at the facility and taken to other locations at which the participants are engaged in program activities.
- (7) First-aid guidelines shall be on file and available at the facility.
- (8) The facility shall have a sufficient number of restrooms maintained in good repair and equipped for independent use by children and designed to permit staff supervision as needed.

D. Minimum Health and Safety Standards.

- (1) A participant who is ill or injured shall be supervised until the participant is released to a parent or other authorized person.
- (2) A participant whose illness or medical condition requires a degree of supervision by staff that would compromise the health or safety of the other participants shall be kept separate from the other participants until the participant is removed from the facility.
- (3) A participant whose illness or medical condition prevents the participant from comfortably participating in program activities or places other participants at risk may not be admitted or readmitted to the facility for the duration of the illness or condition.
- (4) A staff member may not administer medication to a participant without a written parental medication authorization. Staff may not knowingly administer medication that is not in its original container or that is past the expiration date on the container.
- (5) A staff member may not administer an amount of medication that is inconsistent with the prescribed dosage and parental direction. A staff member shall return the unused medication to the parent on the last program day.
- (6) Medication should be kept in a secured location that is not accessible by participants.
- (7) A staff member shall maintain a medication and first aid log.

E. Mechanisms for Monitoring and Enforcing Standards.

The director or designee shall monitor the camp programs for performance. Compliance with these standards will be a factor in rating the performance of the youth program.

F. Standards of Care Review.

Standards of Care will be reviewed annually and brought to the City Council for the City of Alvin, Texas, no later than April 1 for approval after a public hearing is held to pass an ordinance regarding Section 42.041(b)(14) of the Texas Human Resources Code. Childcare Licensing will not regulate these programs nor be involved in any complaint investigation related to the program.

Any parent, visitor, or staff may register a complaint by contacting the Alvin Parks and Recreation Department – Recreation Manager at 281-388-4327.



AGENDA COMMENTARY

Meeting Date: 5/18/2023

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider approval of Resolution 23-R-14, authorizing the payment of five (\$0.05) cents per capita to the Gulf Coast of Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and providing other matters related thereto.

Type of Item: Resolution

Summary: The City of Alvin has been a member of the Gulf Coast Coalition of Cities since 2012. GCCC has been the primary public interest advocate before the Public Utility Commission, ERCOT, the Courts, and the Legislature on electric utility regulation matters for nearly two decades. There are non-reimbursable proceedings, rulemakings, and legislative efforts impacting the rates charged within the City. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that GCCC be able to fund its participation on behalf of its member cities. When needed, a per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership. With the current population of 27,576, the City of Alvin's shared cost will be \$1,378.00.

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: 5/11/2023 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed:

Supporting documents attached:

1. Res. 23-R-14; GCCC Assessment
 2. Assessment
-

Recommendation: Move to approve Resolution 23-R-14, authorizing the payment of five (\$0.05) cents per capita to the Gulf Coast of Coalition of Cities to fund regulatory and related activities related to electric and gas utility service; and providing for other matters related thereto.

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

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

RESOLUTION NO. 23-R-14

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE GULF COAST COALITION OF CITIES; AND AUTHORIZING THE PAYMENT OF FIVE (\$0.05) CENTS PER CAPITA TO THE COALITION TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ELECTRIC AND GAS UTILITY SERVICE AND OTHER MATTERS THERETO.

WHEREAS, the City of Alvin is a regulatory authority under the Public Utility Regulatory Act (“PURA”) and has exclusive original jurisdiction over the rates and services of electric and natural gas utility service within the municipal boundaries of the City; and

WHEREAS, the Gulf Coast Coalition of Cities (“GCCC”) has historically intervened in electric and gas utility rate proceedings and related rulemakings to protect the interests of municipalities and customers residing within municipal boundaries; and

WHEREAS, GCCC is participating in Public Utility Commission and Railroad Commission dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of GCCC; and

WHEREAS, in order for GCCC to continue its participation in these activities that affect the provision of electric and gas utility service and the rates to be charged, it must assess its members for such costs.

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

Section 1. That the City is authorized to continue its membership with GCCC to protect the interests of the City of Alvin and protect the interests of utility customers residing and conducting business within the City limits.

Section 2. The City is further authorized to pay its assessment to GCCC of five cents (\$0.05) per capita that being \$1,378.00, based on the population figures for the City shown in the latest TML Directory of City Officials, currently 27,576.

Section 3. A copy of this Resolution shall be sent to Thomas Brocato, General Counsel for the Gulf Coast Coalition of Cities, at Lloyd Gosselink Rochelle and Townsend, 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

Section 4. The assessment payment check made payable to “Gulf Coast Coalition of Cities” shall be sent to the treasurer for the coalition, Sherri Russell, City Attorney, 5B Oak Drive, Lake Jackson, Texas 77566.

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

PASSED AND APPROVED on this 18th day of May 2023.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

APPROVED AS TO FORM:

Suzanne L. Hanneman
City Attorney

2022 GCCC Assessment

City	Population*	Assessment	TOTAL
Alvin	27,140	\$0.05	\$1,357.00
Brazos Country	550	\$0.05	\$27.50
Brookshire	6,095	\$0.05	\$304.75
Bunker Hill Village	3,982	\$0.05	\$199.10
Clear Lake Shores	1,105	\$0.05	\$55.25
Deer Park	33,931	\$0.05	\$1,696.55
Dickinson	21,216	\$0.05	\$1,060.80
Fairchilds, Village of	1,135	\$0.05	\$56.75
Friendswood	41,118	\$0.05	\$2,055.90
Fulshear	17,557	\$0.05	\$877.85
Galveston	50,550	\$0.05	\$2,527.50
Hedwig Village	2,748	\$0.05	\$137.40
Hilshire Village	742	\$0.05	\$37.10
Hunters Creek Village	4,891	\$0.05	\$244.55
Iowa Colony	6,000	\$0.05	\$300.00
Jersey Village	7,962	\$0.05	\$398.10
Jones Creek, Village of	2,130	\$0.05	\$106.50
Kemah	2,048	\$0.05	\$102.40
La Marque	17,642	\$0.05	\$882.10
Lake Jackson	27,781	\$0.05	\$1,389.05
Manvel	13,867	\$0.05	\$693.35
Missouri City	76,643	\$0.05	\$3,832.15
Mont Belvieu	7,137	\$0.05	\$356.85
Morgan's Point	352	\$0.05	\$17.60
Nassau Bay	4,500	\$0.05	\$225.00
Oyster Creek**	1,111	\$0.05	\$55.55
Pattison	487	\$0.05	\$24.35
Piney Point Village	3,449	\$0.05	\$172.45
Pleak Village	1,611	\$0.05	\$80.55
Prairie View	7,013	\$0.05	\$350.65
Rosenberg	39,350	\$0.05	\$1,967.50
Santa Fe	13,509	\$0.05	\$675.45
Seabrook	14,291	\$0.05	\$714.55
Sealy	6,538	\$0.05	\$326.90
Simonton**	881	\$0.05	\$44.05
South Houston	17,583	\$0.05	\$879.15
Spring Valley Village	4,302	\$0.05	\$215.10
Stafford	19,825	\$0.05	\$991.25
Sugar Land	118,600	\$0.05	\$5,930.00
Taylor Lake Village	3,656	\$0.05	\$182.80
Texas City	51,593	\$0.05	\$2,579.65
Tiki Island	968	\$0.05	\$48.40
Webster**	11,451	\$0.05	\$572.55
Weston Lakes	4,191	\$0.05	\$209.55
TOTAL	699,231		\$34,961.55

* Population data derived from: <https://directory.tml.org/search/city>

** Cities not paid in 2021.



AGENDA COMMENTARY

Meeting Date: 5/18/2023

Department: City Secretary

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

Agenda Item: Consider Resolution 23-R-15, honoring Gabe Adame for his service as City Council member District E, City of Alvin, Texas.

Type of Item: Resolution

Summary: Resolution 23-R-15 is a formal recognition of City Council member Adame (Mayor Elect) who served for three (3) consecutive terms in Council District E from May 2014 to May 2023 and will be recorded in the city's archive of records. A framed copy of said Resolution will be presented to Mayor Elect Adame before he takes the official Oath of Office to serve as the City's next Mayor.

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: 5/15/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed:

Supporting documents attached:

1. Res 23-R-15; Council District E Adame Recognition
-

Recommendation: Move to approve Resolution 23-R-15, honoring Gabe Adame for his service as City Council member District E, City of Alvin, Texas.

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-15

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS, HONORING GABE ADAME FOR HIS SERVICE AS CITY
COUNCIL MEMBER DISTRICT E, CITY OF ALVIN, TEXAS.**

WHEREAS, Gabe Adame, has unselfishly contributed time, talents, and energies to serve the people of the City of Alvin as Member of the City Council, District E, for the period of May 2014 to May 2023; and

WHEREAS, such contribution has become part of the foundation upon which this City stands; and

WHEREAS, the members of the City Council of the City of Alvin, Brazoria County, Texas, wish to recognize the service and contribution of

GABE ADAME

NOW, THEREFORE, be it resolved that the City Council and the people of the City of Alvin do gratefully acknowledge and express their sincere thanks and appreciation for your outstanding service.

PASSED and APPROVED this 18th day of May 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 5/18/2023

Department: City Secretary

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

Agenda Item: Consider Resolution 23-R-16, honoring Paul A. Horn for his service as Mayor, City of Alvin, Texas.

Type of Item: Resolution

Summary: Resolution 23-R-16 is a formal recognition in honor of Mayor Horn who served for three (3) consecutive terms as Mayor from May 2014 to May 2023 and will be recorded in the city's archive of records. A framed copy of said Resolution will be presented to Mayor Horn.

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: 5/15/2023 SLH

Finance Review Required: N/A ☐ Required ☐

Date Completed: _____

Supporting documents attached:

1. Res 23-R-16; Mayor Horn Recognition
-

Recommendation: Move to approve Resolution 23-R-16, honoring Paul A. Horn for his service as Mayor , City of Alvin, Texas.

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-16

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN,
TEXAS, HONORING PAUL A. HORN FOR HIS SERVICE AS MAYOR,
CITY OF ALVIN, TEXAS.**

WHEREAS, Paul Horn, has unselfishly contributed time, talents, and energies to serve the people of the City of Alvin as Mayor, for the period of May 2014 to May 2023; and

WHEREAS, such contribution has become part of the foundation upon which this City stands; and

WHEREAS, the members of the City Council of the City of Alvin, Brazoria County, Texas, wish to recognize the service and contribution of

PAUL A. HORN

NOW, THEREFORE, be it resolved that the City Council and the people of the City of Alvin do gratefully acknowledge and express their sincere thanks and appreciation for your outstanding service.

PASSED and APPROVED this 18th day of May 2023.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

Dixie Roberts, City Secretary



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** The City of Alvin and Guiding Our Youth recognize the importance of providing children in foster care with safe, healthy, and loving homes when they are unable to remain in the home of their biological family. The month of May is dedicated to raising awareness for the long-term needs of the children; and
- WHEREAS,** In 2023 Texas Children Protective Services had 38,294 children in the foster care system due to neglect and abuse, 247 of them being from Brazoria County; and
- WHEREAS,** Guiding Our Youth was established to create hope for children in and/or aging out of the foster care system by equipping each child we serve with life skills and the tools they need to flourish.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin Texas, and on behalf of the City Council do hereby proclaim **May 2023**, as:

National Foster Care Month

in the City of Alvin and urge all citizens to join in the effort to raise awareness about the needs for children in and or aging out of the foster care system.

WITNESS my hand and seal this 18th day of May 2023.

Gabe Adame, Mayor



Proclamation

- WHEREAS,** The mission of the Marine Corps JROTC is to develop courageous, character driven young adults by instilling the Marine Corps' core values of Honor, Courage and Commitment; and
- WHEREAS,** The Marine Corps JROTC of Alvin High School is led by Major Timothy Flynn and First Sergeant Stephen Garcia; and
- WHEREAS,** The Cadets competed at Regionals for 2023 and won first and second places, earning the right to compete at the National level in Arkansas for the National Physical Fitness Championship; and

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin Texas and on behalf of the City Council do hereby proclaim May 18th, 2023, as

AHS Marine Corps JROTC Day

in the City of Alvin and encourage all citizens to support these outstanding students as they strive for excellence in our community and ultimately the world.

WITNESS my hand and seal this
18th day of May 2023.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

-
- WHEREAS,** National Emergency Medical Services week has been designated May 21–27, 2023; and
- WHEREAS,** Emergency Medical Services is a vital public service; and
- WHEREAS,** the members of Emergency Medical Services teams are ready to provide lifesaving care to those in need twenty-four hours a day, seven days a week; and
- WHEREAS,** Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills.

NOW, THEREFORE, I, Gabe Adame, as Mayor of the City of Alvin, Texas, and on behalf of the City Council hereby declare the week of **May 21 - May 27, 2023**, as:

Emergency Medical Services Week

in the City of Alvin and honor the dedication of those who provide day-to-day lifesaving services to our community.

WITNESS my hand and seal this 18th day of May 2023.

Gabe Adame, Mayor



Office of the Mayor, City of Alvin, Texas

Proclamation

- WHEREAS,** Public Works professionals focus on infrastructure, facilities and services that provide our community with public health, high quality of life and well-being; and
- WHEREAS,** it is in the public interest for the citizens, civic leaders and children in Alvin, Texas to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their community; and
- WHEREAS,** it is necessary to recognize the role that Public Works plays in protecting the environment, improving public health and safety, contributing to economic vitality, and enhancing the quality of life of every citizen of Alvin.

NOW, THEREFORE I, Gabe Adame, as Mayor of the City of Alvin, Texas, and on behalf of the City Council do hereby proclaim **May 21-27, 2023**, as:

Public Works Week

in the City of Alvin and urge each and every citizen to recognize the contributions that the City of Alvin Public Works professionals make to our health, safety, welfare, and quality of life.

WITNESS my hand and seal this 18th day of May 2023.

Gabe Adame, Mayor



AGENDA COMMENTARY

Meeting Date: 5/18/2023

Department: City Manager

Contact: Junru Roland, City Manager

Agenda Item: Consider a renewal of a ten-year Industrial District Agreement with Denbury Onshore LLC, commencing January 1, 2024 and ending December 31, 2033, and authorize the Mayor to sign upon legal review.

Type of Item: Contract/Agreement

Summary: The State of Texas gives cities the authority to create Industrial Districts in their extraterritorial jurisdiction (ETJ) through the Texas Municipal Annexation Act, and through the Texas Local Government Code 42.044. Industrial Districts allow cities to attract industry and enhance the economic stability of cities. On December 2, 1993, the City Council adopted Ordinance No 93, designating the area located in the City of Alvin's extraterritorial jurisdiction (ETJ), described as Exhibit A, as an Industrial District.

Denbury Onshore LLC (producer of oil and gas) purchased land and assets located in the City's Industrial District, leading to an Industrial District Agreement (IDA) with the City of Alvin. An Industrial District Agreement contractually protects companies located in the designated district from annexation and City requirements such as permitting and platting in exchange for a Payment in Lieu of Taxes (PILOT). The current IDA with Denbury Onshore LLC was approved by City Council on November 21, 2013, commencing January 1, 2014 and ending December 31, 2023. The IDA consists of Denbury Onshore LLC remitting to the City of Alvin annual payments in lieu of property taxes on Denbury Onshore LLC's property. The annual payment is equal to 50% of the amount of ad valorem taxes which would otherwise be payable to the City of Alvin by Denbury Onshore LLC if such property were situated within the city limits of the City of Alvin.

Denbury Onshore LLC desires to renew the current Industrial Agreement under the same terms for another ten years -- through December 2033. Below is a historical summary of Denbury Onshore LLC's annual appraised values and payments to the City.

Fiscal Year Appraised Value Annual Payment to the City:

Fiscal Year	Appraised Value	Payments to the City
2015	\$217,744,407	\$676,447
2016	\$161,327,761	\$944,826
2017	\$90,320,403	\$360,378
2018	\$110,710,159	\$436,198

2019	\$118,714,115	\$467,713
2020	\$142,625,472	\$554,969
2021	\$122,287,527	\$469,584
2022	\$100,228,385	\$384,483
2023	\$133,512,645	\$473,970
2024 (preliminary)*	\$163,771,737	\$581,390

Because the cost of providing city services to the Industrial District outweighs the benefits of annexing the land into the city limits at this time, staff recommends approval of the IDA.

**Using the current ad valorem tax rate.*

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:** 5/15/2023 SLH
Finance Review Required: N/A ☒ Required ☐ **Date Completed:** _____

Supporting documents attached:

1. REDLINE - Denbury Industrial District Agreement 2024 - 2033
 2. Exhibit A - Denbury Onshore Contract 2013-2023
 3. Hastings Industrial survey plat
 4. Denbury Property Map 7-31-13
-

Recommendation: Move to approve a renewal of a ten year Industrial District Agreement with Denbury Onshore LLC, commencing January 1, 2024 and ending December 31, 2033, and authorize the Mayor to sign upon legal review.

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

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

INDUSTRIAL DISTRICT AGREEMENT

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA §

THAT THIS INDUSTRIAL DISTRICT AGREEMENT (the “Agreement”) is made on this ~~the [21st]~~ day of ~~[November], 2013~~, 2023 by and between the City of Alvin, Texas, a municipal corporation in Brazoria County, Texas (the “City”) and Denbury Onshore, LLC, a Delaware limited liability company (“Denbury”).

WITNESSETH

WHEREAS, the City desires to adopt reasonable measures to attract industry and thereby enhance the economic stability of the City; and

WHEREAS, under authority granted pursuant to Section 42.044 of the Texas Local Government Code and by Ordinance No. 93-SS, the City Council of the City has established an industrial district within the exclusive extraterritorial jurisdiction of the City created by the disannexation of the Hastings Area effected by Ordinance Nos. 93-D and 93-RR; and

WHEREAS, Denbury has purchased land and assets located in the Industrial District; and

WHEREAS, Denbury recognizes the benefits to be derived by being located within an industrial district; and

WHEREAS, the City and Denbury are parties to an existing Industrial District Agreement entered into on November 21, 2013 with a term set to expire on December 31, 2023; and

WHEREAS, the City and Denbury desire to enter into this Agreement upon the terms and conditions stated hereinafter; ~~NOW, THEREFORE,~~

~~For~~NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein and pursuant to authority granted to the City under the provisions of Section 42.044 of the Texas Local Government Code, the City and Denbury hereby agree as follows:

I.

DEFINITIONS

“Annual Payments” means payments made to the City by Denbury (in lieu of taxes on Denbury’s Property) equal to fifty percent (50%) of the amount of ad valorem tax value of such Property for the immediately preceding Value Year, as determined by BCAD, which would otherwise be payable to the City by Denbury if such Property were situated within the city limits of the City.

“BCAD” means the Brazoria County Appraisal District and includes its successors and assigns.

“City” is defined in the preamble hereof and includes its successors and assigns.

“Denbury” means Denbury Onshore, LLC, its subsidiaries and affiliates and includes their successors and assigns. For purposes of this Agreement “affiliates” means all companies and entities which Denbury, directly or indirectly, owns or controls, is owned or controlled by, or with which Denbury is under common ownership or control.

“Industrial District” means the industrial district created pursuant to Ordinance No. 93-SS which includes the metes and bounds description, a copy of which is attached hereto as Exhibit “A” and depicted in the survey plat attached hereto as Exhibit “B.” Such Industrial District includes all of Denbury’s Land described therein together with any and all improvements, personal property and minerals owned, leased or possessed by Denbury.

“Land” means all of the real property owned, leased or possessed by Denbury ~~and~~that is located within the Industrial District.

“Property” includes Denbury’s Land and all minerals, improvements and personal property located on, under, or in Denbury’s Land ~~whether such minerals, improvements or personal property that~~ are owned, leased or possessed by Denbury.

“Value Year” means a calendar year commencing on January 1 and ending on December 31.

II.

ANNEXATION/INDUSTRIAL DISTRICT RIGHTS

2.01 – City Services and City Codes.

During the term hereof, the City shall not provide the Property with any City services nor shall the City, to the extent allowed by law, apply its ordinances, rules or regulations to the Property or Denbury’s operations on the Property. It is understood and agreed, however, that the City shall have the right to institute or intervene in any judicial or administrative proceedings authorized by federal or state law, rules or regulations.

2.02 – Protection of City Annexation Authority.

It is specifically stipulated that during the term hereof nothing in this Agreement shall limit or restrict the City’s authority to annex all or any part of Denbury’s Land or the land of persons residing in the Industrial District if the City should determine that such annexation is reasonably necessary to promote and protect the health, safety or welfare of the persons residing within the

City or the Industrial District. The City agrees that any such annexation shall not be based solely on acquisition of revenues.

III.

DENBURY PAYMENTS

3.01 – Method of Appraisal

Under the terms of the Texas Property Code the appraised value for tax purposes of property lying within the corporate limits of the City is determined by BCAD. Although the City and Denbury recognize that BCAD has no authority to appraise the Property for purposes of computing the payments to be made by Denbury hereunder, nonetheless the City and Denbury hereby agree that the final value of the Property for each Value Year as determined by BCAD (after the resolution of any protest, if any, undertaken in accordance with Section 3.03) shall be the value of the Property for such Value Year for purposes of this Agreement. Denbury recognizes that in making such appraisal for purposes of Denbury's payments, BCAD must appraise the entire Property, including the Land, minerals, and all improvements and tangible personal property of Denbury located on the Land. Denbury agrees that BCAD employees or agents shall have the right and privilege at reasonable times to go upon Denbury's Property for purposes of appraising the Property and Denbury shall furnish appropriate information regarding the Property following receipt of a written request therefor. Nothing in this Agreement shall be construed to be in derogation of BCAD's authority to establish the appraised value of land, improvements and tangible personal property within the corporate limits of the City for ad valorem tax purposes.

3.02 – Annual Payments.

On or before January 31, ~~2015~~2025, and on or before each January 31st thereafter, through and including January 31, ~~2024~~2034, Denbury shall make ten (10) Annual Payments to the City as indicated below:

1. Land: Fifty percent (50%) of the amount of ad valorem taxes which would be payable to the City if all of Denbury's Land as of January 1st of the current Value Year had been within the corporate limits of the City and appraised at market value for the immediately preceding Value Year by BCAD; and
2. Improvements located on the Land: Fifty percent (50%) of the amount of ad valorem taxes which would be payable to the City if all the improvements located on Denbury's Land as of January 1st of the current Value Year had been within the corporate limits of City and appraised for the immediately preceding Value Year by BCAD; and
3. Tangible Personal Property of every description, including without limitation, inventory, items of leased equipment, pipelines and products in storage located on the Land: Fifty percent (50%) of the amount of ad valorem taxes which would be payable to the City if all the tangible personal property located on Denbury's Land as of January 1st of the current Value Year had been within the corporate limits of the City and appraised for the immediately preceding Value Year by BCAD; and

4. Mineral interests, including without limitation, oil, gas and other minerals: Fifty percent (50%) of the amount of ad valorem taxes which would be payable to the City if all said mineral interests located on, under or in Denbury's Land as of January 1st of the current Value Year had been within the corporate limits of the City and appraised for the immediately preceding Value Year BCAD.

3.03 – Method of Protest.

In the event Denbury elects to protest the valuation set on any of its Property resulting from any appraisal conducted by BCAD for any Value Year or Value Years during the term of this Agreement, then Denbury shall make such protest to BCAD in accordance with the procedures established by state law for protest of valuations for purposes of ad valorem taxes. Denbury shall notify the City of such protest. At such time as the protested valuations on the Property have been finally determined, then (i) if as a result of such final valuation Denbury is required to make additional payment, then Denbury shall make any additional payments to the City within thirty (30) days of the final valuation and (ii) if as a result of such final valuation Denbury has paid an amount in excess of the amount that is actually due, then the City shall refund such excess payment to Denbury within thirty (30) days of the final valuation. Unless a protested valuation of the Property for a Value Year is finally determined on or before January 31st of the immediately following Value Year, Denbury shall pay to the City on or before January 31st of such immediately following Value Year the total amount of Annual Payments which would be owed by Denbury to the City in accordance with Section 3.02 using the valuation set on Denbury's Property by BCAD (notwithstanding that such valuation is at such time being protested in accordance with this Section 3.03).

IV.

TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, ~~2014~~2024 and shall end December 31, ~~2023~~2033, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be extended for an additional period or periods of time upon mutual consent of the parties hereto as provided in Section 42.044 of the Texas Local Government Code, as such may be hereafter amended. In the event that this Agreement is not extended for an additional period or periods of time on or before August 1, ~~2023~~2033, the covenant of the City not to annex the Land shall terminate, and the City shall have the right to commence immediate annexation proceedings as to all of Denbury's Property covered by this Agreement without regard to any limitations established in this Agreement. In such event, Denbury agrees that the rights of the parties shall be determined in accordance with the provisions of the Texas Municipal Annexation Act as the same existed on the date of this Agreement. In such event, Denbury hereby waives the right to require the City to comply with any amendments to or new legislation enacted after the date of this Agreement affecting the Texas Municipal Annexation Act, Chapter 43 of the Local Government Code, which may impose greater restrictions on or further obligations of the City in connection with its annexation of the Land.

V.

TERMINATION

5.01 – Default in Payments.

This Agreement may be terminated by the City upon thirty (30) days' advance written notice upon Denbury's failure to make any payments required hereunder.

5.02 – Automatic Termination.

If the City elects to annex Denbury's Land pursuant to the provisions of Section 2.02 hereof, this Agreement shall automatically terminate upon the enactment of the annexation ordinance. In the event of such annexation, Denbury will not be required to make further payments under this Agreement for any calendar year commencing after such annexation with respect to the property so annexed, but shall nevertheless be obligated to make full payment for the year during which such annexation becomes effective if the annexation becomes effective after January 1st of said year.

5.03 – City's Rights in Event of Denbury's Default.

In addition to any other rights or remedies provided at law or in equity, the City shall be entitled to a tax lien on the Property in the event of Denbury's default in making payments required in this Agreement. Said delinquent payments shall accrue penalty and interest in like manner as delinquent ad valorem taxes and may be collected by the City in the same manner as provided by law for delinquent ad valorem taxes.

VI.

ASSIGNMENT

This Agreement may not be assigned by either party except upon written consent of the other. Consent to assignment by the City shall require Council approval.

VII.

MISCELLANEOUS PROVISIONS

7.01 – Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the City and Denbury and shall remain in force whether Denbury sells, assigns or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property, and the agreements herein

contained shall be held to be covenants running with the land for as long as this Agreement or any extension thereof remains in force. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof.

7.02 – Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and Denbury only.

7.03 – Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any further default or failure of performance.

7.04 – Applicable Laws.

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations thereof. This Agreement is performable in Brazoria County, Texas and the parties hereto agree that venue shall be exclusively set in Brazoria County, Texas.

7.05 – Notices.

All notices required or permitted hereunder shall be in writing and shall be deemed received on the earlier date of actual receipt of the third (3rd) day following deposit in a United States Postal Service post office or receptacle with return receipt requested addressed to the other party at the address set forth below or at such other address as the receiving party may have prescribed by notice to the sending party:

TO CITY:

City Manager
City of Alvin
216 W. Sealy
Alvin, Texas 77511

TO COMPANY:

Denbury Onshore, LLC
c/o Tax Department
~~53205851~~ Legacy Dr. Circle, Suite 1200
Plano, Texas 75024

7.06 – Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections and subsections and therefore will be given no effect in construing this Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section, subsection or part of this Agreement.

7.07 – Remedies.

The rights and remedies contained in this Agreement shall not be exclusive but shall be cumulative of all rights and remedies now or hereafter existing, whether by statute, at law, or in equity.

7.08 – Ambiguities.

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

7.09 – Severability.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections or other parts of this Agreement or the application hereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such word(s), phrase(s), clause(s), sentence(s), paragraph(s), section(s), or other part(s) of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

7.10 – Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the Agreement between the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this _____ day of _____, ~~2013~~2023.

DENBURY ONSHORE, LLC

CITY OF ALVIN, TEXAS

By: _____

By: _____

Name: Kate Ryan

Name: _____

 Gabe Adame

Title: Vice President – Gulf Coast Operations

Title: Mayor

ATTEST/SEAL

ATTEST/SEAL

By: _____

By: _____

Dixie Roberts
City Secretary

INDUSTRIAL DISTRICT AGREEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BRAZAROLA §

THAT THIS INDUSTRIAL DISTRICT AGREEMENT (the "Agreement") is made on this the 21st day of November, 2013 by and between the City of Alvin, Texas, a municipal corporation in Brazoria County, Texas (the "City") and Denbury Onshore, LLC, a Delaware limited liability company ("Denbury").

WITNESSETH

WHEREAS, the City desires to adopt reasonable measures to attract industry and thereby enhance the economic stability of the City; and

WHEREAS, under authority granted pursuant to Section 42.044 of the Texas Local Government Code and by Ordinance No. 93-SS, the City Council of the City has established an industrial district within the exclusive extraterritorial jurisdiction of the City created by the disannexation of the Hastings Area effected by Ordinance Nos. 93-D and 93-RR; and

WHEREAS, Denbury has purchased land and assets located in the Industrial District; and

WHEREAS, Denbury recognizes the benefits to be derived by being located within an industrial district; and

WHEREAS, the City and Denbury desire to enter into this Agreement upon the terms and conditions stated hereinafter; **NOW, THEREFORE**,

For and in consideration of the covenants and agreements contained herein and pursuant to authority granted to the City under the provisions of Section 42.044 of the Texas Local Government Code, the City and Denbury hereby agree as follows:

I.

DEFINITIONS

"Annual Payments" means payments made to the City by Denbury (in lieu of taxes on Denbury's Property) equal to fifty percent (50%) of the amount of ad valorem tax value of such Property for the immediately preceding Value Year, as determined by BCAD, which would otherwise be payable to the City by Denbury if such Property were situated within the city limits of the City.

"BCAD" means the Brazoria County Appraisal District and includes its successors and assigns.

“City” is defined in the preamble hereof and includes its successors and assigns.

“Denbury” means Denbury Onshore, LLC, its subsidiaries and affiliates and includes their successors and assigns. For purposes of this Agreement “affiliates” means all companies and entities which Denbury, directly or indirectly, owns or controls, is owned or controlled by, or with which Denbury is under common ownership or control.

“Industrial District” means the industrial district created pursuant to Ordinance No. 93-SS which includes the metes and bounds description, a copy of which is attached hereto as Exhibit “A” and depicted in the survey plat attached hereto as Exhibit “B”. Such Industrial District includes all of Denbury’s Land described therein together with any and all improvements, personal property and minerals owned, leased or possessed by Denbury.

“Land” means all of the real property owned, leased or possessed by Denbury and located within the Industrial District.

“Property” includes Denbury’s Land and all minerals, improvements and personal property located on, under, or in Denbury’s Land whether such minerals, improvements or personal property are owned, leased or possessed by Denbury.

“Value Year” means a calendar year commencing on January 1 and ending on December 31.

II.

ANNEXATION/INDUSTRIAL DISTRICT RIGHTS

2.01 – City Services and City Codes.

During the term hereof, the City shall not provide the Property with any City services nor shall the City, to the extent allowed by law, apply its ordinances, rules or regulations to the Property or Denbury’s operations on the Property. It is understood and agreed, however, that the City shall have the right to institute or intervene in any judicial or administrative proceedings authorized by federal or state law, rules or regulations.

2.02 – Protection of City Annexation Authority.

It is specifically stipulated that during the term hereof nothing in this Agreement shall limit or restrict the City’s authority to annex all or any part of Denbury’s Land or the land of persons residing in the Industrial District if the City should determine that such annexation is reasonably necessary to promote and protect the health, safety or welfare of the persons residing within the City or the Industrial District. The City agrees that any such annexation shall not be based solely on acquisition of revenues.

III.

DENBURY PAYMENTS

3.01 – Method of Appraisal

Under the terms of the Texas Property Code the appraised value for tax purposes of property lying within the corporate limits of the City is determined by BCAD. Although the City and Denbury recognize that BCAD has no authority to appraise the Property for purposes of computing the payments to be made by Denbury hereunder, nonetheless the City and Denbury hereby agree that the final value of the Property for each Value Year as determined by BCAD (after the resolution of any protest, if any, undertaken in accordance with Section 3.03) shall be the value of the Property for such Value Year for purposes of this Agreement. Denbury recognizes that in making such appraisal for purposes of Denbury's payments, BCAD must appraise the entire Property, including the Land, minerals, and all improvements and tangible personal property of Denbury located on the Land. Denbury agrees that BCAD employees or agents shall have the right and privilege at reasonable times to go upon Denbury's Property for purposes of appraising the Property and Denbury shall furnish appropriate information regarding the Property following receipt of a written request therefor. Nothing in this Agreement shall be construed to be in derogation of BCAD's authority to establish the appraised value of land, improvements and tangible personal property within the corporate limits of the City for ad valorem tax purposes.

3.02 – Annual Payments.

On or before January 31, 2015, and on or before each January 31st thereafter, through and including January 31, 2024, Denbury shall make ten (10) Annual Payments to the City as indicated below:

1. Land: Fifty percent (50%) of the amount of ad valorem taxes which would be payable to the City if all of Denbury's Land as of January 1st of the current Value Year had been within the corporate limits of the City and appraised at market value for the immediately preceding Value Year by BCAD; and
2. Improvements located on the Land: Fifty percent (50%) of the amount of ad valorem taxes which would be payable to the City if all the improvements located on Denbury's Land as of January 1st of the current Value Year had been within the corporate limits of City and appraised for the immediately preceding Value Year by BCAD; and
3. Tangible Personal Property of every description, including without limitation, inventory, items of leased equipment, pipelines and products in storage located on the Land: Fifty percent (50%) of the amount of ad valorem taxes which would be payable to the City if all the tangible personal property located on Denbury's Land as of January 1st of the current Value Year had been within the corporate limits of the City and appraised for the immediately preceding Value Year by BCAD; and

4. Mineral interests, including without limitation, oil, gas and other minerals: Fifty percent (50%) of the amount of ad valorem taxes which would be payable to the City if all said mineral interests located on, under or in Denbury's Land as of January 1st of the current Value Year had been within the corporate limits of the City and appraised for the immediately preceding Value Year BCAD.

3.03 – Method of Protest.

In the event Denbury elects to protest the valuation set on any of its Property resulting from any appraisal conducted by BCAD for any Value Year or Value Years during the term of this Agreement, then Denbury shall make such protest to BCAD in accordance with the procedures established by state law for protest of valuations for purposes of ad valorem taxes. Denbury shall notify the City of such protest. At such time as the protested valuations on the Property have been finally determined, then (i) if as a result of such final valuation Denbury is required to make additional payment, then Denbury shall make any additional payments to the City within thirty (30) days of the final valuation and (ii) if as a result of such final valuation Denbury has paid an amount in excess of the amount that is actually due, then the City shall refund such excess payment to Denbury within thirty (30) days of the final valuation. Unless a protested valuation of the Property for a Value Year is finally determined on or before January 31st of the immediately following Value Year, Denbury shall pay to the City on or before January 31st of such immediately following Value Year the total amount of Annual Payments which would be owed by Denbury to the City in accordance with Section 3.02 using the valuation set on Denbury's Property by BCAD (notwithstanding that such valuation is at such time being protested in accordance with this Section 3.03).

IV.

TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2014 and shall end December 31, 2023, unless terminated earlier in accordance with the terms of this Agreement. This Agreement may be extended for an additional period or periods of time upon mutual consent of the parties hereto as provided in Section 42.044 of the Texas Local Government Code, as such may be hereafter amended. In the event that this Agreement is not extended for an additional period or periods of time on or before August 1, 2023, the covenant of the City not to annex the Land shall terminate, and the City shall have the right to commence immediate annexation proceedings as to all of Denbury's Property covered by this Agreement without regard to any limitations established in this Agreement. In such event, Denbury agrees that the rights of the parties shall be determined in accordance with the provisions of the Texas Municipal Annexation Act as the same existed on the date of this Agreement. In such event, Denbury hereby waives the right to require the City to comply with any amendments to or new legislation enacted after the date of this Agreement affecting the Texas Municipal Annexation Act, Chapter 43 of the Local Government Code, which may impose greater restrictions on or further obligations of the City in connection with its annexation of the Land.

V.
TERMINATION

5.01 – Default in Payments.

This Agreement may be terminated by the City upon thirty (30) days' advance written notice upon Denbury's failure to make any payments required hereunder.

5.02 – Automatic Termination.

If the City elects to annex Denbury's Land pursuant to the provisions of Section 2.02 hereof, this Agreement shall automatically terminate upon the enactment of the annexation ordinance. In the event of such annexation, Denbury will not be required to make further payments under this Agreement for any calendar year commencing after such annexation with respect to the property so annexed, but shall nevertheless be obligated to make full payment for the year during which such annexation becomes effective if the annexation becomes effective after January 1st of said year.

5.03 – City's Rights in Event of Denbury's Default.

In addition to any other rights or remedies provided at law or in equity, the City shall be entitled to a tax lien on the Property in the event of Denbury's default in making payments required in this Agreement. Said delinquent payments shall accrue penalty and interest in like manner as delinquent ad valorem taxes and may be collected by the City in the same manner as provided by law for delinquent ad valorem taxes.

VI.

ASSIGNMENT

This Agreement may not be assigned by either party except upon written consent of the other. Consent to assignment by the City shall require Council approval.

VII.

MISCELLANEOUS PROVISIONS

7.01 – Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the City and Denbury and shall remain in force whether Denbury sells, assigns or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property, and the agreements herein contained shall be held to be covenants running with the land for as long as this Agreement or any extension thereof remains in force. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof.

7.02 – Parties in Interest.

This Agreement shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and Denbury only.

7.03 – Non-waiver.

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any further default or failure of performance.

7.04 – Applicable Laws.

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the City Charter and Ordinances of the City of Alvin, the laws of the federal government of the United States of America and all rules and regulations thereof. This Agreement is performable in Brazoria County, Texas and the parties hereto agree that venue shall be exclusively set in Brazoria County, Texas.

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All notices required or permitted hereunder shall be in writing and shall be deemed received on the earlier date of actual receipt of the third (3rd) day following deposit in a United States Postal Service post office or receptacle with return receipt requested addressed to the other party at the address set forth below or at such other address as the receiving party may have prescribed by notice to the sending party:

TO CITY:

City Manager
City of Alvin
216 W. Sealy
Alvin, Texas 77511

TO COMPANY:

Denbury Onshore, LLC
c/o Tax Department
5320 Legacy Dr.
Plano, Texas 75024

7.06 – Captions.

The captions at the beginning of the articles, sections, and subsections of this Agreement are guides and labels to assist in locating and reading such articles, sections and subsections and therefore will be given no effect in construing this Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section, subsection or part of this Agreement.

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The rights and remedies contained in this Agreement shall not be exclusive but shall be cumulative of all rights and remedies now or hereafter existing, whether by statute, at law, or in equity.

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In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

7.09 – Severability.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections or other parts of this Agreement or the application hereof to any person, firm, corporation or circumstances shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such word(s), phrase(s), clause(s), sentence(s), paragraph(s), section(s), or other part(s) of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

7.10 – Entire Agreement.

This Agreement contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the Agreement between the parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 21 day of November, 2013.

DENBURY ONSHORE, LLC

CITY OF ALVIN, TEXAS

By:



Matthew Elmer
Vice President – West Region
Denbury Onshore, LLC

By:



~~Gary Appelt~~ Scott Reed
Mayor, City of Alvin
Mayor Pro Tem

ATTEST/SEAL

ATTEST/SEAL

By:


Corporate Secretary

By:



Thomas W. Peebles, City Clerk

ORDINANCE NO. 93-SS

AN ORDINANCE DESIGNATING THE AREA LOCATED IN THE CITY OF ALVIN'S EXCLUSIVE EXTRATERRITORIAL JURISDICTION DESCRIBED IN THE ATTACHED EXHIBIT "A" AS AN INDUSTRIAL DISTRICT TO BE KNOWN AS THE ALVIN INDUSTRIAL DISTRICT, AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, by Ordinance No. 93-D the City of Alvin disannexed certain territory within an area of the City commonly referred to as the Hastings Field Area; and

WHEREAS, by Ordinance No. 93-RR the City has disannexed additional territory within the area of the City referred to as the Hastings Field Area; and

WHEREAS, Section 42.044 of the Local Government Code authorizes creation of industrial districts within the extraterritorial jurisdiction of a municipality; and

WHEREAS, the City Council finds and determines that it is beneficial to enhance the economic stability and growth of the City of Alvin and its environs by attracting new industry and expanding established industries; and

WHEREAS, the City Council further finds that the creation of an industrial district within the disannexed area of the City known as the Hastings Field Area will promote economic growth and stability; NOW, THEREFORE,

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

Section 1. That the City Council hereby adopts the findings set forth in the preamble hereof and having complied with and met all prerequisites of the laws of the State of Texas hereby designates

and creates the Alvin Industrial District within the extraterritorial jurisdiction of the City of Alvin as more specifically described and shown in Exhibit "A" attached hereto and incorporated herein by reference.

Section 2. That the City Council may enlarge or diminish such Industrial District from time to time as permitted by law and hereby reserves all rights and powers of the City of Alvin with respect to such Industrial District.

Section 3. That should any portion of the area described in Exhibit "A" attached hereto be not actually situated with the extraterritorial jurisdiction of the City of Alvin, Texas, and thus not be capable of being designated as a part of the Alvin Industrial District, such fact shall not affect the validity of the designation of the remaining portions of the area as part of the Alvin Industrial District.

Section 4. That the validity of this Ordinance shall be subject to and contingent upon the United States Justice Department approval of the disannexation effected by Ordinance 93-RR.

PASSED and APPROVED on first reading on the 2nd day of December, , 1993.

PASSED and APPROVED on second and final reading on the 9th day of December, , 1993.

CITY OF ALVIN, TEXAS

ATTEST:

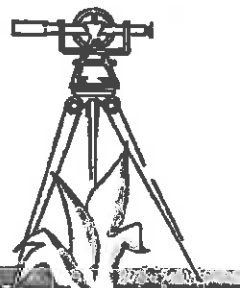
By: *Eimer Dexso*
Eimer Dexso, Mayor

By: *Wynette Stoner*
Wynette Stoner, City Clerk



ADAMS SURVEYING CO.
STEVE D. ADAMS
Registered Professional Land Surveyor
PHONE: (713) 331-3523

215 W. Sealy St.
MAIL: P.O. BOX 114
ALVIN, TEXAS 77512-0114



FIELD NOTES

Industrial District

A TRACT OF LAND, BEING A PART OF THE H.T. & B. R.R. COMPANY SURVEY, SECTION 37, ABSTRACT 295, THE W. T. HUGHES SURVEY, SECTION 36, ABSTRACT 461, THE W. T. HUGHES SURVEY, SECTION 2, ABSTRACT 462, THE A.C.H. & B. SURVEY NO. 1, ABSTRACT 416, THE B. T. MASTERSON SURVEY, ABSTRACT 732, THE JENNIE SNEED SURVEY, ABSTRACT 731, THE MOORE AND RASMUSSEN SURVEY, ABSTRACT 730, THE H. STEVENS SURVEY, ABSTRACT 595, THE R. A. MAGEE SURVEY, ABSTRACT 349, AND THE I.&G.N. R.R. COMPANY SURVEY, ABSTRACT 693, BRAZORIA COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point for corner at the intersection of the West right-of-way line of State Highway No. 35 with the Westerly extension of the South right-of-way line of County Road 133, said point being the Northwest corner of that certain tract annexed by the City of Alvin in Ordinance 78-P, said point being in the East line of that certain 133.9806 acre tract annexed by the City of Alvin in Ordinance 84-AA;

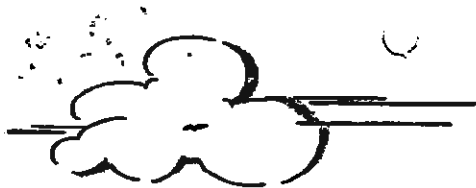
THENCE Northwesterly, along a line following the Northwest extension of the South right-of-way line of County Road 133, to the point of intersection of said line with the West line of Ordinance 84-AA for the lower Southwest corner of this tract;

THENCE Northerly, along the West line of Ordinance 84-AA, to the South line of Tract 15 of the Subdivision of Section 37, Abstract 295 at an ell corner of Ordinance 84-AA;

THENCE Westerly, along the South line of Tract 15 and a line of Ordinance 84-AA, to the Southwest corner of Tract 15 and a corner of Ordinance 84-AA;

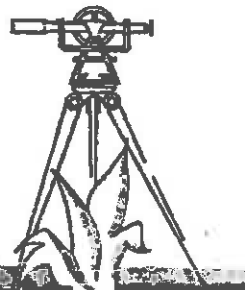
THENCE Northerly, along the West line of Ordinance 84-AA and the West line of Tracts 15 and 2, Section 37, to the Southeast corner of Tract 11 of Section 37;

THENCE Westerly, along the South line of Tracts 11, 35, 40, 44, and 50, to the point of intersection of a line 5280 feet Northwesterly of the aforementioned lower Southwest corner of the herein described tract;



ADAMS SURVEYING CO.
STEVE D. ADAMS
Registered Professional Land Surveyor
PHONE: (713) 331-3523

215 W. Sealy St.
MAIL: P.O. BOX 114
ALVIN, TEXAS 77512-0114



Page 2 of Field Notes on Industrial District

THENCE following a curve to the right, having a Radius of 5280 feet, with a center point at the aforementioned lower Southwest corner of this tract, to a point where the arc of said curve strikes the common line of the W. T. Hughes Survey, Section 36, Abstract 461, and the H.T. & B. R.R. Company Survey, Section 37, Abstract 295;

THENCE in a Westerly direction along the common line of said Surveys, to the Southwest corner of Section 36;

THENCE Northerly, along the West line of Section 36, Abstract 461, to the point of intersection of the West line of Section 36 with the South line of the 100 foot strip annexed by the City of Alvin in Ordinance 60-A dated July 1, 1960;

THENCE Easterly, along the South line of the 100 foot buffer strip and a line 100 feet South of and parallel to the North line of Section 36, passing the West and East right-of-way lines of State Highway 35; and continue along a line 100 feet South of and parallel to the Easterly extension of the North line of the W. T. Hughes Survey, Section 36, Abstract 461, to a corner of said 100 foot strip, said point being 100 feet Westerly of the Brazoria-Galveston County line;

THENCE Southwesterly, along the West line of said 100 foot buffer strip, said line being 100 feet West of and parallel to the Brazoria-Galveston County line, to a point for corner in the South line of Moore Road (County Road 133) and the North line of Ordinance 78-P;

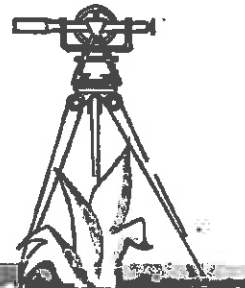
THENCE Northwesterly, along the North line of Ordinance 78-P, and the South line of Moore Road, to the point of intersection of the Southerly extension of the East line of the W. O. Bloodworth 2.00 acre tract known as Tract 3-C described in Volume (91)959, Page 620, Official Records of Brazoria County, Texas, with the South line of Moore Road (County Road 133);

THENCE Northerly, crossing Moore Road, and continue along the East line of Tract 3-C, Tract 3-H described in Volume (92)1007, Page 302, Official Records of Brazoria County, Texas, and Tract 3-E-1 described in Volume 1473, Page 963, Deed Records of Brazoria County, Texas, to a point for corner in the South line of Britt Oaks Drive;



ADAMS SURVEYING CO.
STEVE D. ADAMS
Registered Professional Land Surveyor
PHONE: (713) 331-3523

215 W. Sealy St.
MAIL: P.O. BOX 114
ALVIN, TEXAS 77612-0114



Page 3 of Field Notes on Industrial District

THENCE Easterly, along the South line of Britt Oaks Drive, to the point of intersection of the South line of Britt Oaks Drive with the Southerly extension of the East line of the O. L. Surface called 13 acre tract described in Volume 722, Page 322, Deed Records of Brazoria County, Texas;

THENCE Northerly, crossing Britt Oaks Drive, and continue along the East line of said 13 acre tract, to the Northeast corner of said tract;

THENCE Northwesterly, along the Northeast line of the Surface 13 acre tract and a line of an unrecorded Subdivision known as Britt Oaks, to the Northwest corner of said 13 acre tract in the West line of the R. A. Magee Survey, Abstract 349, and the lower East line of the H. Stevens Survey, Abstract 595;

THENCE Southerly, along the West line of the R. A. Magee Survey, Abstract 349, and the lower East line of the H. Stevens Survey, Abstract 595, to the Southeast corner of the Patty Tindell Walker 2.00 acre tract described in Volume 1719, Page 41, Deed Records of Brazoria County, Texas;

THENCE Westerly, along the South line of said 2.00 acre tract and the South line of the Tetsu Tindell tract described as First Tract in that Partition Deed dated October 25, 1961, recorded in Volume 804, Page 499, Deed Records of Brazoria County, Texas, passing the East right-of-way line of State Highway 35, and continue along the Westerly extension of said line to a point in the West right-of-way line of State Highway 35 and the East line of Ordinance 84-AA;

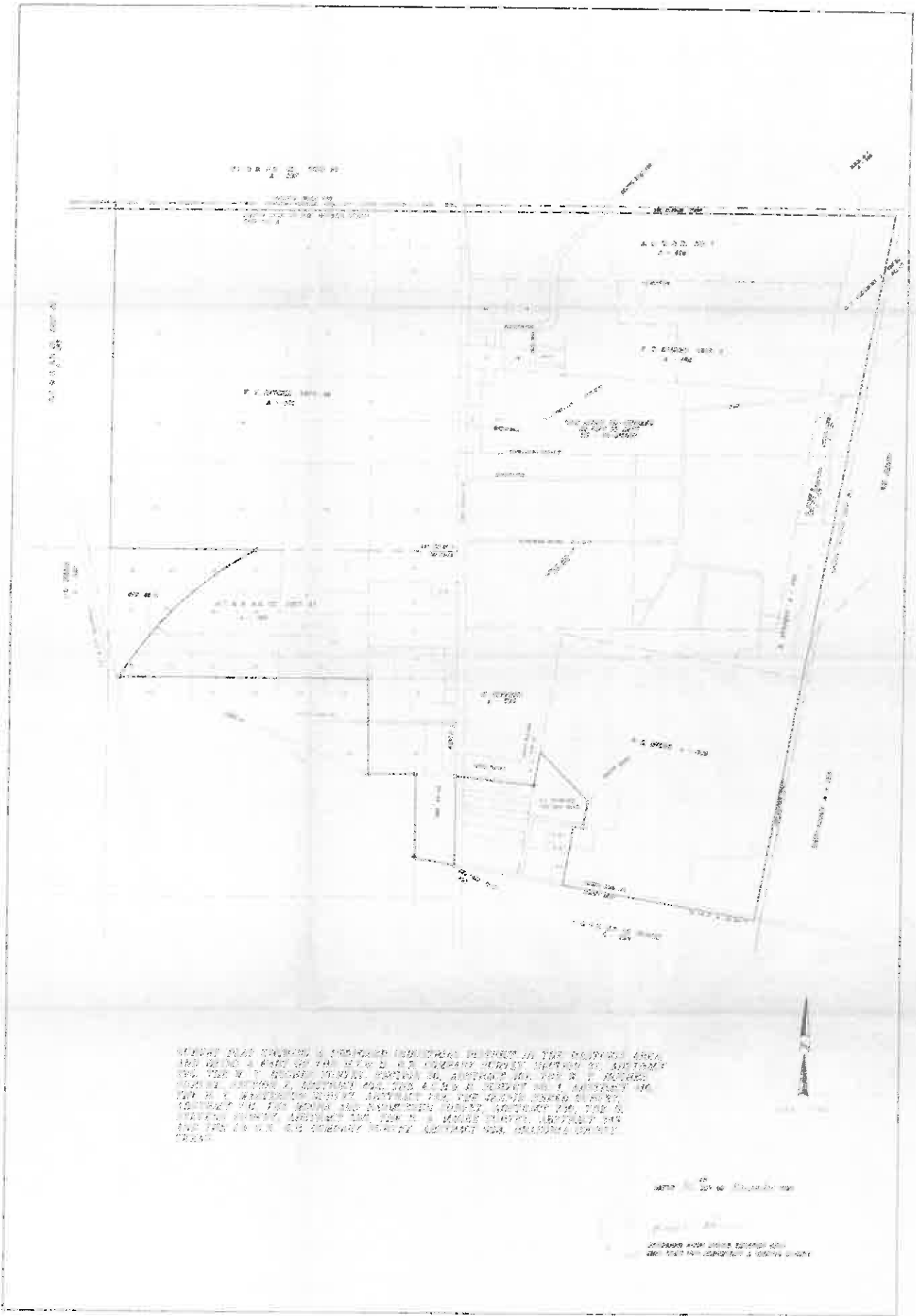
THENCE Southerly, along the West right-of-way line of State Highway 35 and the East line of Ordinance 84-AA, to the PLACE OF BEGINNING at the Northwest corner of Ordinance 78-P.



Field Notes written November 27, 1993.


STEVE D. ADAMS
Registered Professional Land Surveyor No. 3666

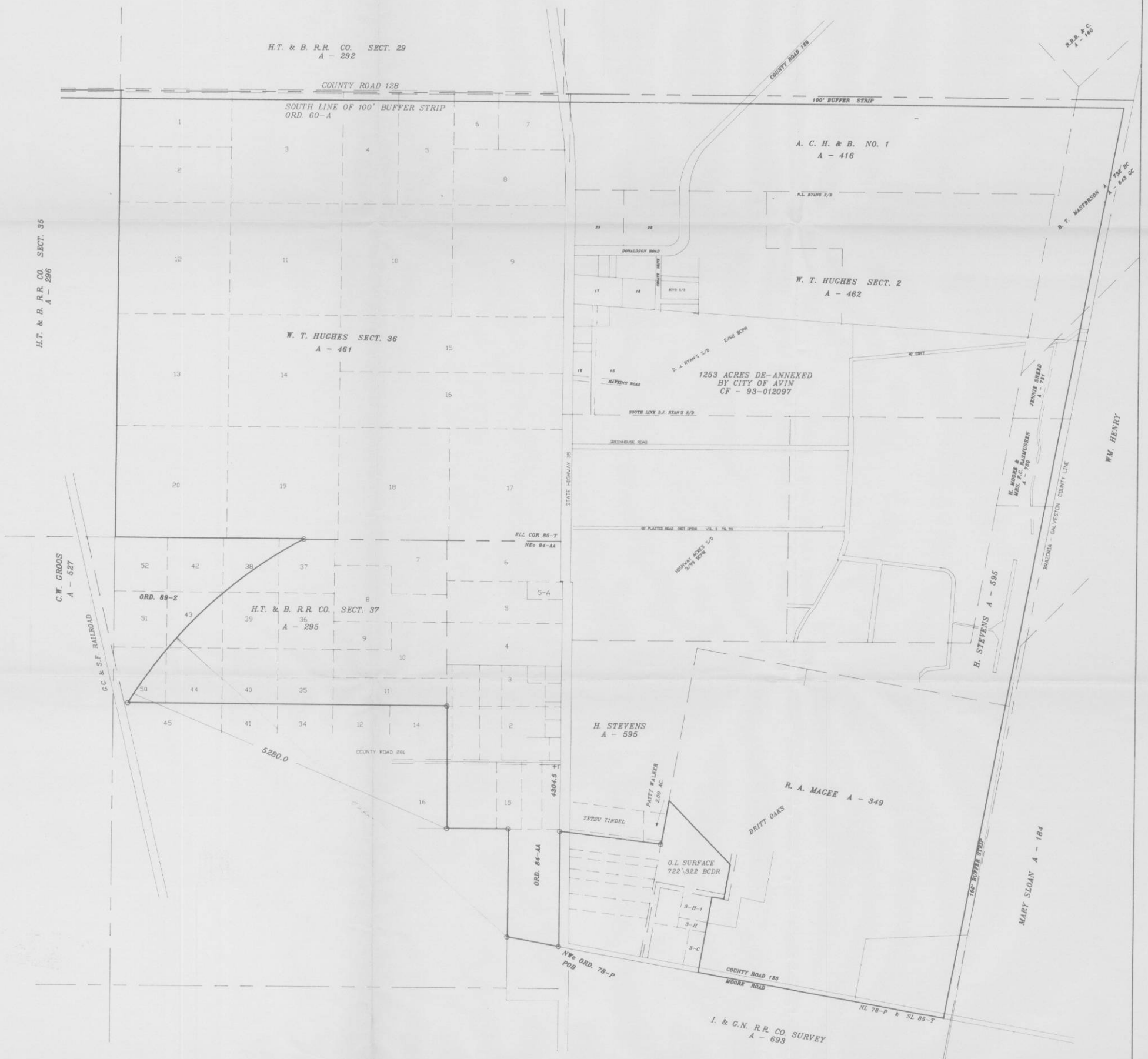
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NOTE: THIS DRAWING IS A REPRODUCTION OF THE ORIGINAL DRAWING AND IS NOT A COPY OF THE ORIGINAL DRAWING. THE ORIGINAL DRAWING IS THE PROPERTY OF THE U.S. GOVERNMENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE U.S. GOVERNMENT. THE U.S. GOVERNMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING.

SCALE: 1" = 100' (Horizontal)

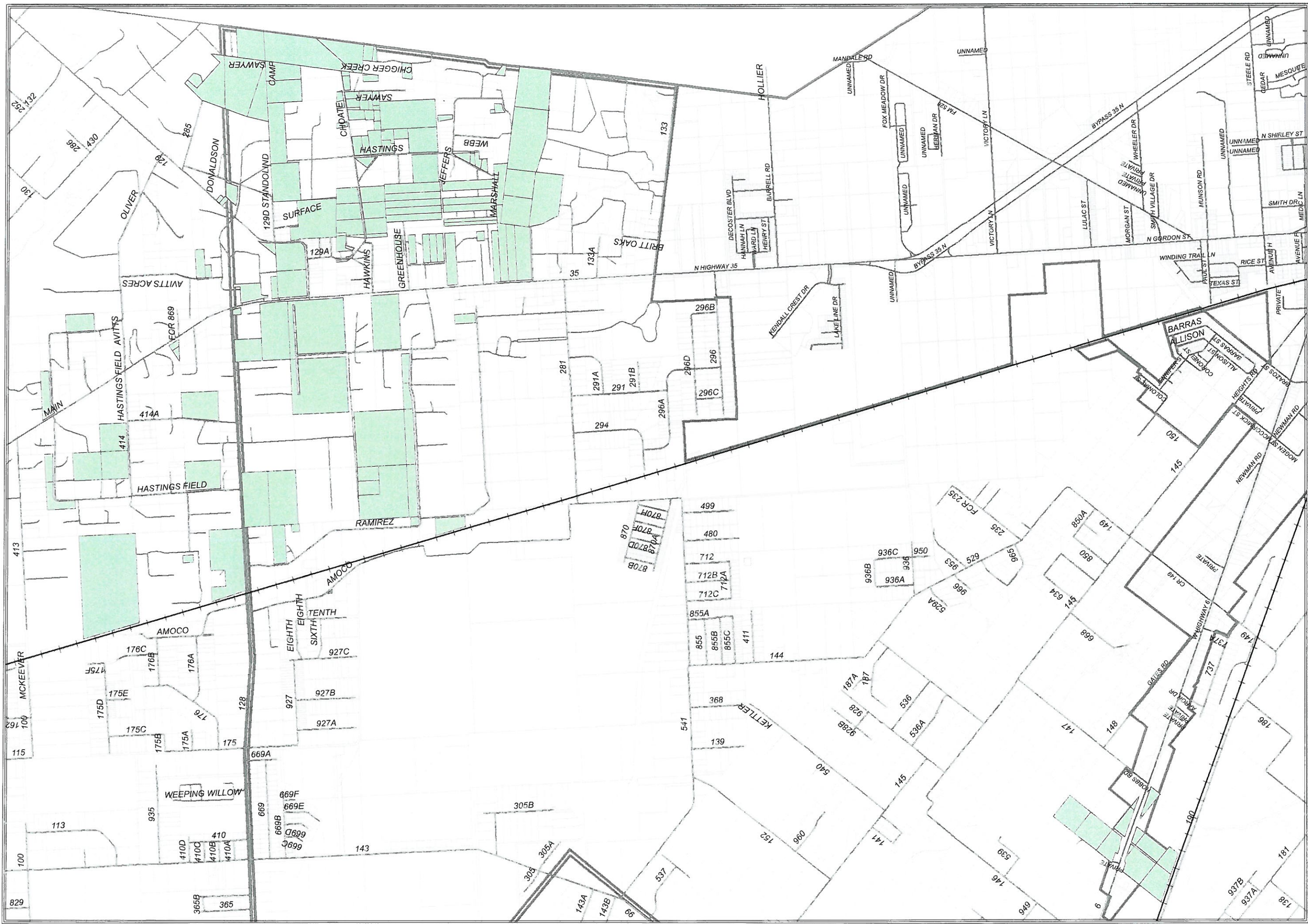
THIS DRAWING IS A REPRODUCTION OF THE ORIGINAL DRAWING AND IS NOT A COPY OF THE ORIGINAL DRAWING. THE ORIGINAL DRAWING IS THE PROPERTY OF THE U.S. GOVERNMENT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE U.S. GOVERNMENT. THE U.S. GOVERNMENT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING.



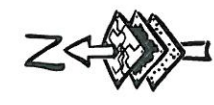
SURVEY PLAT SHOWING A PROPOSED INDUSTRIAL DISTRICT IN THE HASTINGS AREA, AND BEING A PART OF THE H.T. & B. R.R. COMPANY SURVEY, SECTION 37, ABSTRACT 295, THE W. T. HUGHES SURVEY, SECTION 36, ABSTRACT 461, THE W. T. HUGHES SURVEY, SECTION 2, ABSTRACT 462, THE A.C.H. & B. SURVEY NO. 1, ABSTRACT 416, THE B. T. MASTERSON SURVEY, ABSTRACT 732, THE JENNIE SNEED SURVEY, ABSTRACT 731, THE MOORE AND RASMUSSEN SURVEY, ABSTRACT 730, THE H. STEVENS SURVEY, ABSTRACT 595, THE R. A. MAGEE SURVEY, ABSTRACT 349, AND THE I. & G.N. R.R. COMPANY SURVEY, ABSTRACT 693, BRAZORIA COUNTY, TEXAS.

DATED 30th DAY OF November 1993

[Signature]
PREPARED FROM OFFICE RECORDS ONLY
THIS DOES NOT REPRESENT A GROUND SURVEY



Map Rev. Date: 7/31/2013
Engineering Dept. Ck 5
City of Alvin, Texas



Denbury Onshore Properties



Feature Legend

- Denbury Onshore
- City Streets
- Alvin City Limits



AGENDA COMMENTARY

Meeting Date: 5/18/2023

Department: City Secretary

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

Agenda Item: Consider the Mayor's appointment of Mayor pro-tem.

Type of Item: Action Item

Summary: Per Article II, Section 8 of the City's Code of Ordinances, the first regular meeting following the election of members of Council, the Mayor shall appoint one of its members as Mayor Pro Tem, subject to approval by the Council. The Mayor Pro Tem shall serve for one year and shall act as Mayor during the absence or disability of the Mayor, and shall have power to perform every act the Mayor could perform if present.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed: _____

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

None

Recommendation: Move to approve the Mayor's appointment of City Council member _____ to serve as Mayor pro-tem.

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: ☒